



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is entered into by and between Arcadia Education Group, PO Box 80041, Phoenix, AZ 85060 (referred to as “we,” “us,” and “our” throughout), and Xavier Charter Schools, 1218 North College Rd. W., Twin Falls, ID 83301 (referred to as “you” and “your” throughout). This Agreement is effective as of March 15, 2024. We and you are each a “party,” together “the parties.”

TERMS AND CONDITIONS

1. SERVICES. We will provide the following services to you:

1.1 Four Disciplines of a Healthy Organization – Review Paradigms and Progress

We will review the Four Disciplines of Patrick Lencioni, adding depth and clarity to the team’s understanding of the existing Playbook and, more foundationally, the core elements required to become a high-functioning team: 1. Building a Cohesive Leadership Team, 2. Creating Clarity, 3. Over-communicating Clarity and, 4. Reinforcing Clarity. The offsite will offer deep engagement in areas 1, 2 and 3. Core to this session will be continuing to build team trust and advancing operational clarity through dynamic and engaging activities.

1.2 Working Genius - Team Assessment

The team members will be sent a team assessment survey to complete in advance of the offsite. Once we are together David Denton will present on the Working Genius paradigms and lead the team in analyzing the team assessment results. Team members will gain insights into their own and each other’s areas of working genius, build understanding of how better to engage with each other. We will assess the strengths and gaps of the team as a whole and begin the structured conversation of what to adjust to increase team cohesion and effectiveness based on our analysis.

1.3 SWOT Analysis

The SWOT analysis establishes and clarifies the context in which the thematic goal is developed. In this session we will identify the Strengths, Weaknesses, Opportunities, and Threats that currently exist for the school. This exercise will yield a clear and comprehensive view of the present level of health within the school community internally, the areas of external risk, and all prospects for growth and refinement related to the school’s strategy and operations.



1.4 Thematic Goal: Review and Create

We will begin by reviewing and analyzing the success of the previous thematic goal to capture lessons learned, then engage in determining both the new thematic goal, and time permitting, map out clarity around who needs to do what to achieve the new thematic goal.

3. NATURE OF RELATIONSHIP: **Independent Contractors.** The parties are independent contractors. No employer-employee, partnership, joint-venture, or any other similar relationship exists between the parties.

4. BILLING AND FEES

3.1. **Consulting Fee.** The Consulting Fee is \$15,000.00 for a two full days of strategic planning to accomplish services 1.1 – 1.4, which does not include out-of-pocket expenses (such as costs for printing, Table Group team assessments, Working Genius diagnostics, and travel related expenses) for which we will request your approval in advance. Expenses that you approve (“Pre-approved Expenses”) will appear on the next invoice after the expense is incurred.

3.2. **Billing.** We will invoice you for the Consulting Fee and any Pre-approved Costs and Travel Expenses incurred no less than 15 days after services have been completed. Payment is due within 15 days from the date of the invoice. A finance charge of 1.5 percent per month will be added to delinquent payments.

4. TERM AND TERMINATION

4.1. **Term.** The term of this Agreement is two weeks, from June ~~14~~, 2024.

4.2. **Termination.** Either party may elect to terminate this Agreement for any reason by serving 30 days’ written notice to the other party’s address below in one of the following ways: (1) in person, (2) by a reputable express carrier, receipt required, or (3) by registered or certified U.S. mail (postage prepaid), or (4) by e-mail. Termination is effective 30 days after notice is deemed received (“Termination Date”). Notice is deemed received three days after the postmark on the mailing if sent by U.S. mail or on the day received for by the party or its agent if sent by reputable express carrier or on the day that the receiving party provides written confirmation of receipt if sent by email. You will remain responsible for paying any Pre-Approved Expenses and Travel Expenses that are incurred up to the Termination Date, and our Consulting Fee will be prorated to the Termination Date.

To us:

Arcadia Education Group
Attn: Erik Twist
etwist@arcadiaed.com
PO Box 80041
Phoenix, AZ 85060

To you:

Xavier Charter Schools
Attn: Gary Moon
gmoon@xaviercharter.org
1218 North College Rd. W.
Twin Falls, ID 83301



5. **CONFIDENTIALITY.** The parties will keep confidential the terms of this Agreement and any materials or information marked or designated as confidential. This information may only be used for the performance of this Agreement. If either party is ever required to disclose confidential information as part of a judicial/legal proceeding, government investigation, or other similar process, the disclosing party must make reasonable efforts to give written notice to the other party so they may seek a protective order or take other action to limit disclosure. The covenants in this §5 will survive the expiration or termination of the Agreement.

6. DEFAULT AND REMEDIES

6.1. **Default.** A default exists under this Agreement upon any of the following events: (A) if you or we materially breach this Agreement and do not cure this failure within 30 days after receiving written notice of the failure from the other party; or (B) if you or we become insolvent.

6.2. **Remedies.** If either party defaults, the non-defaulting party may do any or all of the following: (1) terminate this Agreement by giving 10 days' written notice to the defaulting party or (2) seek any available legal or equitable remedy, including injunctive or other equitable relief—such as specific performance – because the parties agree that a default may result in irreparable damage for which no adequate remedy may be made available.

7. NON-SOLICITATION OF EMPLOYEES

During the term of this Agreement, and for a period of 120 days after this Agreement terminates for any reason, each party agrees not to solicit or hire any of the other party's employees. As used in this section, "to solicit" means to contact an employee of the other party (or to cause someone else to contact an employee of the other party) by any means for the purpose of petitioning, persuading, or inducing the employee of the other party to leave his or her employment to become the party's employee or contractor, or to otherwise provide services directly to the party without the other party's involvement.

If a party breaches this provision, the breaching party agrees to pay the other party a lump sum of \$35,000, which the parties agree represents a reasonable amount to compensate the other party, for loss of the employee's services, as well as costs for recruiting, hiring, and training a replacement employee.

8. LIMITATION OF LIABILITY

You agree that we cannot guarantee outcomes and we will not be liable to you or to a third party for any indirect, special, punitive, or consequential damages, including but not limited to damages based on loss of services, revenues, profits, or business opportunities. To the extent we may be held liable for direct damages, you agree that our liability—including that of our officers, directors, employees, agents, members, managers, representatives, and affiliates—arising out of any alleged negligence, errors, or omissions in connection with our provision of services to you under this Agreement is limited to the total fees actually paid by you to us for services rendered under this Agreement. Except as expressly stated in this Agreement,



we make no representations or warranties—express or implied—regarding the provision of services, including but not limited to an implied warranty of merchantability or fitness for a particular purpose.

9. INDEMNITY

- 9.1. **Yours.** We will indemnify you and your officers, directors, employees, agents, members, managers, representatives, and affiliates from all loss and liability (including reasonable expenses and attorney’s fees) to which you may be subject because of our gross negligence in performing services under this Agreement, unless the loss or liability is also due to your own gross negligence.
- 9.2. **Ours.** You will indemnify us and each of our officers, directors, employees, agents, members, managers, representatives, and affiliates from all loss and liability (including reasonable expenses and attorney’s fees) arising out of or related to (1) our performance of services under this Agreement, or (2) a default by you that has not been cured, unless the loss or liability is also due to our own gross negligence.

10. **ASSIGNMENT.** We may assign our interests or duties under this Agreement to any parent, successor, or subsidiary that we may have so long as the terms of this Agreement may be fulfilled with no degradation of services. Our entering into contracts with subcontractors is not considered an assignment. You may not assign your rights or obligations under this Agreement without our express written consent, and we may withhold consent for any reason.

11. MISCELLANEOUS PROVISIONS

- 11.1. **Entire Agreement and Modification.** This Agreement can be modified or changed only by a written instrument signed by the parties. This Agreement contains all the terms and conditions agreed on by the parties and supersedes all prior written or oral agreements or communications.
- 11.2. **Authority to Bind.** Each party represents and warrants that the person(s) signing this Agreement on each party’s behalf respectively has all necessary power and authority (1) to sign and deliver this Agreement on behalf of the party for whom he or she is signing, (2) to perform the obligations under this Agreement, and (3) to consummate the transactions contemplated by this Agreement.
- 11.3. **Force Majeure.** Despite anything to the contrary in this Agreement, neither party will be liable or in default for any delay or failure of performance resulting directly from anything beyond the control of the nonperforming party, such as acts of God; acts of civil or military authority; acts of a public enemy; war; hurricanes, tornadoes, storms, earthquakes, or floods; fires or explosions; governmental regulation; or strikes, lockouts, or other work interruptions.



- 11.4. **Waiver.** A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific written waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- 11.5. **Severability.** If any part of this Agreement is held indefinite, invalid, or unenforceable for any reason, the rest of the Agreement will continue in full force, unless severing the part makes further performance impossible or otherwise materially hinders the purpose of this Agreement.
- 11.6. **Applicable Law, Jurisdiction, and Venue.** This Agreement is governed by and must be interpreted under Arizona law, without regard for any other choice-of-law rules. The state and federal courts located in Maricopa County, Arizona, will have exclusive jurisdiction over any action or proceeding arising out of or relating to this Agreement.
- 11.7. **Third-Party Beneficiaries.** Except as otherwise set forth in this Agreement, nothing in this Agreement is intended to confer any rights, remedies, obligations or liabilities whatsoever upon any person, other than the parties and their respective successors and assigns.
- 11.8. **Neutral Construction.** The parties agree that no part of this Agreement will be construed in favor of, or to the detriment of, any party on account of that party's role in drafting the language used in this Agreement.
- 11.9. **Counterparts and Headings.** This Agreement may be executed in any number of counterparts, each of which is considered an original, but all of which constitute one and the same instrument. All headings are for reference only and do not affect the interpretation of the Agreement.

[Signatures appear on the following page]




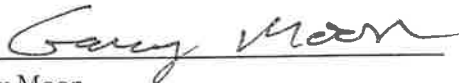
**ARCADIA
EDUCATION**

PO Box 80041
Phoenix, AZ 85060
P: 602.325.1242

Arcadia Education Group (referred to as “we,” “us,”
and “our” throughout)

Xavier Charter Schools (referred to as
“you” and “your” throughout)

By: 
Erik Twist
Managing Partner

By: 
Gary Moon
Head of School

Dated: _____

Dated: 4-25-24



ASSISTANCE PROGRAM BENEFITS

FOR

Eligible Employees and Employee Dependents of
Xavier Charter School

Effective Date: Jan 01 2025

The following information briefly describes your benefits for Assistance Program services.

BPA Health (BPA) administers these services.

These benefits are not related to or part of any medical benefit plan.

All preauthorization requests and inquiries for Assistance Program services must be directed to:

BPA Health
208-947-1280 or 1-800-726-0003

PROGRAM BENEFITS CONTRACT

This PROGRAM BENEFITS CONTRACT (the "Contract") made effective as of Jan 01 2025 (the "Effective Date"), by and between BPA Health, Inc. ("BPA Health") and Xavier Charter School _____ (the "Organization") headquartered in Twin Falls.

WHEREAS, BPA Health is organized to provide, arrange for, and administer certain employee, dependent, school, student, and family assistance programs and services (each, a "Program" and collectively, "Programs"); and

WHEREAS, Organization desires to contract with BPA Health to administer and/or arrange for the provision of certain Program services more fully identified herein, in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants in this Contract, BPA Health and Organization agree as follows:

1. DEFINITIONS

As used in this Contract, the following terms have the meaning ascribed to such terms as is set forth below:

- 1.1 **Annual Benefit.** "Annual Benefit" means the number of visits specified in the Cost of Services section of this Contract in each Program Year, for a particular Program.
- 1.2 **Eligible Participant.** "Eligible Participant" means a person eligible to receive Services as identified in this Contract.
- 1.3 **Incident.** "Incident" means any problem or set of related problems identified by the applicable Provider and Eligible Participant. For the avoidance of doubt: (i) the allowable number of visits per "Incident" is irrespective of the number of Eligible Participants attending a visit; (ii) closely related problems (e.g., marital problems and parent/child relationship problems) will be considered a single Incident; (iii) when the maximum number of allowed sessions for a single Incident have been used, the Eligible Participant may again be seen by a counselor for the same problem(s) after the new Program Year begins; and (iv) new and unrelated problems identified during the Program Year will be considered a new Incident.
- 1.4 **Organization Representative.** "Organization Representative" means the person assigned by the Organization to coordinate the Organization's related Eligible Participants' participation in Programs.
- 1.5 **Program Year.** "Program Year" means each twelve-month period commencing on Jan 01 2025 and ending on 31-Dec-2025 of the immediately following year, during the Term.
- 1.6 **Provider.** "Provider" means a person who has contracted with BPA Health, whether as an employee, independent contractor, or otherwise, to provide

Services on behalf of BPA Health.

1.7 Referral. "Referral" means any of the following:

- a "Professional Referral," which means a Provider's recommendation that an Eligible Participant make arrangements to see a more suitable behavioral health provider, which may include, without limitation, another Provider. Referrals of this kind are made following an initial assessment of Eligible Participant needs and are generally made to connect the Eligible Participant with a specialist who can deliver appropriate service if and when the assessment reveals a specific need. Referrals of this kind can be made to a master's level counselor, doctorate level psychologist, certified substance abuse professional, or a medical doctor; and
- a "Community Resource Referral," a Provider's recommendation that an Eligible Participant make arrangements to connect with community resources such as any public or private agency/facility, service, program, school, law enforcement, legal aid, housing aid, financial assistance, education, support groups (A.A., N.A., for example), and other well-being services. Referrals of this kind are made following initial assessment of Eligible Participant needs and facilitate the Eligible Participant addressing concerns peripheral to behavioral health concerns and/or the concerns which prompted the original Services.

In all cases of Referral, the applicable Provider may assist the Eligible Participant in discovering resources (community and professional), though such Provider will make it clear to each Eligible Participant that any of the costs associated with referrals and services become the responsibility of the Eligible Participant. Every effort will be made to refer Eligible Participants to resources, which are affordable, of the highest quality and, in the case of professional referral, consistent with group medical plan coverage and rules.

1.8 Services. "Services" has the meaning ascribed to such term in Section 2.

1.9 Telehealth Video Counseling. "Telehealth Video Counseling" means behavioral health video counseling sessions delivered to an Eligible Participant by a Provider who has been qualified by BPA Health to deliver sessions via a HIPAA compliant and secure video system in compliance with applicable State laws and regulations for the use of such systems.

1.10 Term. "Term" has the meaning ascribed to such term in Section 6.2.

1.11 Visit. "Visit" means an approximately one (1) hour period of time spent face-to-face or via video with a Provider for the purpose of receiving Services, including, without limitation, assessment, coaching, counseling or Referral, in each case as described in this Contract.

2. SERVICES

Subject to the terms and conditions of this Contract, during the Term, BPA Health shall

provide those certain Program services more fully identified on Schedule 1 attached hereto (collectively, "Services").

- 2.1 Providers.** BPA Health shall ensure that Providers have the necessary education, licenses and certifications, pursuant to state and federal laws and regulations, and the experience to effectively perform the Services. Further, BPA Health shall maintain a staff with capabilities to handle cross-cultural relations and to address language barriers. The staff will include interpreters, individuals who are bilingual, and individuals who are proficient in sign language communication. BPA Health will also have facilities accessible to persons with disabilities.
- 2.2 Compliance with Applicable Laws.** BPA Health shall, and shall instruct all Providers to, provide Services in accordance with all federal, state, and/or local laws, the regulations promulgated thereunder, and any memorandum, case law, or other authority pertaining thereto, which then apply to the respective Services, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Americans with Disabilities Act of 1990 (ADA) (collectively, "Applicable Laws").
- 2.3 Records.** Providers will be required to prepare and maintain records of Eligible Participants receiving Services in accordance with Applicable Laws and the applicable standard of care for the provision of the respective Services.
- 2.4 Referrals.** Upon a Provider's clinically appropriate determination that an Eligible Participant needs services beyond the Services provided or available to be provided by such Provider, such Provider will provide the Eligible Participant with a Referral to another Provider, or such other medical appropriate professional as applicable under the circumstances, as the Provider deems appropriate in its professional judgment. In all cases where a Referral is made to a person or group other than a Provider, the Eligible Participant will be responsible for the financial cost of services obtained from such other person or group.
- 2.5 Consultation with Organization.** BPA Health will meet periodically with the Organization Representative to monitor and evaluate the Programs, review Program operations, and review performance criteria.
- 2.6 Reporting Program Utilization and Engagement.** BPA Health will provide Organization with de-identified annual utilization rates and an explanation of rates, including methodology used. Such reports will summarize utilization and engagement patterns and include, among other data, the number of individuals served, the number of visits and the general categories of problems addressed. BPA Health agrees to provide reports in a manner that will maintain the anonymity and confidentiality of those served. Such reports are produced within forty-five (45) days from the last day of each reporting period. Such reports will also indicate utilization rates for telephonic Services video conferencing, telephone, text, chat, etc.
- 2.7 Standard of Care.** Nothing in this Contract is intended, or may be interpreted,

to create or impose duties, obligations, or standards for the Organization, BPA Health, or any Provider that are greater than those that would ordinarily be imposed by the applicable standard of care in the absence of this Contract. Further, nothing in this Contract is intended, or may be interpreted, to limit or restrict any Provider's exercise of his or her independent judgment in the provision of Services.

- 2.8 Non-Exclusivity.** By way of certainty, the Organization acknowledges and agrees that: (i) BPM has entered into arrangements with other entities to provide some or all of the Services and/or such other services as BPM may offer from time to time; (ii) BPM is entitled to provide any and all services, including, without limitation, the Services, to other entities and their respective affiliates; and (iii) nothing in this Contract restricts BPM from entering from time to time into arrangements to provide any or all Services to other entities and their respective affiliates.

3. FEES AND PAYMENT

- 3.1 Rates.** In exchange for Services, the Organization shall pay BPA Health fees at the rates set forth on Schedule 1 (all amounts due and payable thereunder, collectively, "Fees"). Such rates shall remain fixed for all Services during the Initial Term. BPA Health may adjust rates payable during or with respect to any Renewal Term upon no less than ninety (90) days prior written notice to the Organization (which such notice may be given during the Initial Term, but such adjusted rates may not commence until after expiration of the Initial Term). Notwithstanding the foregoing, in no event may BPA Health adjust Services rates applicable to any Renewal Term more than once per Renewal Term.

- 3.2 Payment.** The Organization shall pay Fees to BPA Health on or before the tenth (10th) day of the calendar month in which the Services giving rise to such Fees are to be provided. Fees will be considered in arrears if not paid by the twentieth (20th) day of the month. Any payment not paid by the Organization on or before such twentieth (20th) day will thereafter bear interest, until paid, at the lesser of: (i) the maximum rate permitted by law; and (ii) one and one half percent (1.5%) per month (18% annually), prorated for any partial month. This Section 3.2 will survive the expiration or any earlier termination of this Contract.

4. INSURANCE

BPA Health agrees to obtain and maintain, and cause any of its subcontractors to obtain and maintain, the following insurance during the Term:

- 4.1** Workers' compensation coverage in accordance with Applicable Laws;
- 4.2** Commercial general liability coverage with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and

- 4.3** Professional liability insurance (malpractice) coverage with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

The commercial general liability coverage will also contain an endorsement indicating that such insurance is primary and any insurance or self-insurance carried by the Organization shall be in excess and not contributory insurance to that provided by BPA Health.

5. INDEMNIFICATION AND HOLD HARMLESS

- 5.1 Indemnification by the Organization.** The Organization shall indemnify, defend and save harmless BPA Health, its officers, agents, employees, and subcontractors from and against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever, including injury or death of others or any Eligible Participant of the Organization caused by or arising out of the Organization's negligent or otherwise wrongful performance, act or omission under this Contract or Organization's failure to comply with any state, federal or local statute, law, regulation or rule.
- 5.2 Indemnification by BPA Health.** BPA Health shall indemnify, defend and save harmless the Organization, its officers, agents, employees, and subcontractors from and against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever, including injury or death of others or any employee of BPA Health or subcontractor caused by or arising out of the BPA Health's negligent or otherwise wrongful performance, act or omission under this Contract or BPA Health's failure to comply with any state, federal or local statute, law, regulation or rule.

6. TERMS AND TERMINATION

- 6.1 Term.** The term of this Contract shall be twelve (12) months, commencing on Jan 01 2025 and ending on 31-Dec-2025 (the "Initial Term"), unless earlier terminated by either party as provided in Section 6.3 or 6.4.
- 6.2 Renewal.** Unless either party provides written notice to the other of intent to terminate this Contract at least ninety (90) days prior to the expiration of the then-current term, this Contract shall automatically renew for an additional twelve (12) months (a "Renewal Term," and together with the Initial Term, the "Term").
- 6.3 Termination for Cause.** This Contract may be terminated immediately for cause by either party by giving notice to the other party in writing of such intention to terminate the Contract and of the nature of the cause resulting in termination. For the purposes of this section, "Cause" is defined and limited to the following:
- Failure of either party to cure a material breach, including the failure by the Organization to make any payment of Fees when due under this Contract, which failure continues un-remedied for a period of thirty (30) days after written notice thereof is given by the non-breaching party

specifying the precise nature of such failure;

- The institution of any proceeding in bankruptcy for reorganization or rearrangement of a party's affairs, the adjudication of a party as bankrupt, the insolvency of a party, the appointment of a receiver of the assets or property of a party, or the making of a general assignment for the benefit of creditors of a party;
- The material violation, as determined by a court or other tribunal having jurisdiction, of any provisions of the applicable State and Federal laws and regulations that pertain to it and relate directly to a party's obligations under this Contract.

6.4 Termination for Convenience. Either party may terminate this Contract for any reason other than for Cause, or no reason, by providing the other party at least ninety (90) days prior written notice.

7. NON-DISCRIMINATION

With regard to any services provided by it under this Contract, neither Party shall discriminate in the identification or selection of any Eligible Participant based upon the person's race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, financial status, or any category prohibited by Applicable Laws.

8. OFFICIALS, AGENTS AND EMPLOYEES OF THE ORGANIZATION NOT PERSONALLY LIABLE

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

9. GOVERNING LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Idaho, without giving effect to any choice-of-law or conflict-of-law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Idaho. Subject to Section 13, the parties consent to the jurisdiction of the state courts of the State of Idaho in the event of any dispute.

10. CONTRACTUAL RELATIONSHIP

It is distinctly and particularly understood and agreed that the Organization is in no way associated or otherwise connected with the performance by BPA Health of services to be provided under this Contract, nor for the employment of labor or the incurring of other expenses and that BPA Health is an independent contractor and solely and personally liable for all labor and other expenses, except as otherwise stated herein, in connection therewith and for any and all damages in connection with its services whether it may be for personal injuries or damages of any other kind.

11. TAX LIABILITY

BPA Health shall exonerate, indemnify, and hold the Organization harmless from and against any claim and assume full responsibility for any and all benefits and for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workers' compensation and income tax laws with respect to BPA Health or BPA Health's employees engaged in the performance of services under this Contract.

12. SAFEGUARDING CONFIDENTIAL HEALTH INFORMATION

BPA Health and the Organization agree that all Services are confidential. Case records will be kept separate from the work site and will not be released to any other individual except in the case of the receipt of a signed Release of Information form completed by Eligible Participant, their legal representative, or as required by applicable law.

It is, however, agreed that in the case of a Management Referral, with a signed release on file from the Eligible Participant, the BPA Health Management Referral Coordinator will contact the supervisor or human resources of the Organization and indicate (a) whether or not the Eligible Participant did keep the appointment, and (b) whether or not the Eligible Participant complied with recommendations made.

BPA Health and the Organization acknowledge that confidentiality is an essential ingredient of a successful Program and agree to make every effort to assure the privacy of all Eligible Participants and their families is maintained.

13. DISPUTES AND RESOLUTION PROCEDURES

In the event any dispute arises from the terms and conditions set forth in this Contract between the parties, the parties agree to abide by the procedures, processes and remedies set forth in the Contract applicable to the specific dispute or otherwise established by BPA Health for disputes of the type identified. Any and all dispute resolution procedures shall be conducted only between the parties and shall not include any Eligible Participant(s) unless such involvement of the Eligible Participant(s) is necessary to the resolution of the dispute, which determination shall be made in the sole discretion of BPA Health. If the dispute is not resolved by the parties within a reasonable time, the parties agree to binding arbitration in lieu of any legal remedy at law or in equity; provided, however, arbitration shall not be used to resolve disputes involving allegations of professional negligence of a party. The parties shall abide by the following procedures for the arbitration process:

- 13.1** The party initiating the arbitration process shall send written notice to the other party setting forth the basis of the dispute and the party's desire to arbitrate. Arbitration shall be in accordance with the rules and procedures of the American Arbitration Association or another nationally recognized arbitration association acceptable to BPA Health.
- 13.2** Arbitration shall be conducted in the location of BPA Health's main offices and before a panel of three (3) arbitrators. Each party shall select one arbitrator and the third arbitrator shall be selected by those two arbitrators.
- 13.3** The arbitrators shall be bound by the terms and conditions set forth in the

Contract when such terms and conditions are set forth clearly and without ambiguity; the arbitrators may not set aside any medical judgment of either party in reaching their decision.

- 13.4** The arbitrators may not award consequential, special, punitive or exemplary damages. The arbitrators may award costs of the arbitration and/or reasonable attorney's fees, against a party. If the decision of the arbitrators does not include such award, the parties shall share equally the costs of the arbitration and shall pay their own attorney's fees.
- 13.5** This provision does not limit the ability of either party to obtain temporary or preliminary injunctive relief against the other party in a court of competent jurisdiction.
- 13.6** The decision of the arbitrators shall be final in writing and shall be binding on the parties and enforceable under the laws of the state of Idaho.
- 13.7** This provision shall survive the expiration or termination of this Contract.

14. NO CONSEQUENTIAL DAMAGES

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ANY INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, OR LOST PROFITS OF ANY NATURE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. FURTHER (BUT WITHOUT LIMITATION OF ANY INDEMNIFICATION OBLIGATIONS), BPA HEALTH'S AGGREGATE LIABILITY TO THE ORGANIZATION FOR ANY LOSS, DAMAGE, OR EXPENSE RESULTING FROM, OR ARISING OUT OF, THIS CONTRACT WILL BE LIMITED TO THREE TIMES (3X) THE TOTAL FEES PAID BY THE ORGANIZATION TO BPM UNDER THIS CONTRACT DURING ANY SINGLE CALENDAR YEAR.

15. NOTICES

Any notice required under this Contract must be in writing. BPA Health notices to the Organization will be sent to the Organization's address as it appears on the records of BPA Health and mailing or other delivery thereof to the Organization shall constitute complete and conclusive notice to Eligible Participants. Notice given to BPA Health must be sent to BPA Health's address:

8050 W. Rifleman Street, Suite 100
Boise, Idaho, 83704

The Organization shall give BPA Health immediate written notice of any change of address; BPA Health shall give the Organization immediate written notice of any change in BPA Health's address. When either BPA Health or the Organization is required to give advice or notice, the depositing of such advice or notice with the U.S. Postal Service, regular mail shall conclusively constitute the giving of such advice or notice on the date of such mailing.

16. FORCE MAJEURE

"Force Majeure Events" (defined below) will excuse the performance, except for the payment of money, by a party of its obligations under this Contract for a period equal to any such prevention, delay, or stoppage. "Force Majeure Events" means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, epidemic, pandemic, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, utility or telecommunication disruption, or other causes beyond the reasonable control of the Party obligated to perform (except for financial ability), and including, without limitation: (i) unanticipated deaths, illnesses, resignations, and/or terminations of Providers; and (ii) unanticipated and excessive demands on BPM's resources.

17. SEVERABILITY

If any provision of this Contract, or the application of any provision to any party or any circumstances, shall be determined to be invalid, illegal or unenforceable in any respect in any instance, then such determination shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Contract.

18. ASSIGNMENT

This Contract and any interest therein shall not be assigned by BPA Health without the prior written approval of the Organization. Upon any assignment by BPA Health in violation of this limitation, the Organization shall have the right to terminate this Agreement and pursue any other remedies available for breach.

19. ENFORCEABILITY

The failure of either party to enforce or insist upon compliance with any provisions of this Contract in any instance shall not be construed as or constitute a waiver of that party's right to enforce or insist upon compliance with such provision, rule, or regulation, either currently or in the future.

20. CONFIDENTIALITY

The parties shall forever treat all non-public information obtained as part of this engagement (including, without limitation, this Contract and the terms hereof) as confidential and shall not, without written authorization from the other party, use, release, disclose, or share such information with any third party, except as may be required by Applicable Laws or valid court order. This Section 20 will survive the expiration or earlier termination of this Contract.

21. MODIFICATIONS

This Contract (including any attached exhibits and schedules) contains all of the covenants and agreements between the parties with respect to the rendering of services, and supersedes any and all prior or contemporaneous oral or written communications or

proposals not expressly included herein. This Contract may be modified upon mutual written agreement of the parties. No changes, amendments, or alterations to this Contract shall be effective unless signed by both parties, except as previously provided herein.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Contract as of the dates written below and it is effective as of the Effective Date.

Xavier Charter School

BPA Health, Inc.

Angie Carter

Signature

Signature

Angie Carter

Print Name/Title

Business Manager

Print Name/Title

10/30/2024

Dated

Dated

SCHEDULE 1

Services

Subject to Force Majeure Events and the terms and conditions of the Contract, BPA Health shall provide the services more fully identified in this Schedule 1 (collectively, "Services").

1. EMPLOYEE ASSISTANCE PROGRAM SERVICES.

1.1 Services. During the Term, BPA Health shall provide the Organization's employees and eligible family members described in Section 1.2 of this Schedule 1, with assistance counseling services for a broad and complex body of issues affecting mental and emotional wellbeing, including, without limitation, stress, conflict, grief, loss, relationship issues, substance abuse, physical and emotional abuse, emotional, financial, marital, family, health, legal and financial issues, psychological disorders, and the like, through Providers (collectively, "EAP Services"). For the avoidance of doubt, EAP Services may include, as determined to be appropriate by the applicable Provider: (i) expert consultation and training with regard to the identification and resolution of job-performance issues; (ii) confidential, appropriate and timely problem-assessment services; (iii) Referrals for appropriate diagnosis, treatment and assistance; (iv) formation of linkages between workplace and community resources that provide such services; and (v) follow-up services.

1.2 Eligible Participants. Subject to termination of status as provided in Section 4.2, Eligible Participants of EAP Services include each of the following:

- All current employees and owners of the Organization, regardless of number of hours worked or scheduled to work on behalf of the Organization (each, an "Employee" and collectively, "Employees");
- Each Employee's spouse or domestic partner; and
- Each Employee's natural child(ren), stepchild(ren), legally adopted child(ren), child(ren) placed with the Employee for adoption or child(ren) for whom the Employee or the Employee's spouse or domestic partner where a normal parent-child relationship exists with the expectation that the Employee will continue to rear that child to adulthood; who, in each case, have not yet attained the age of twenty-six (26) or, regardless of age, are medically certified as disabled due to mental handicap or retardation or physical handicap and financially dependent upon the Employee for support.

1.3 Cost of Services. In exchange for EAP Services, for each month in which EAP Services are available to Eligible Participants under Section 1.2 of this Schedule 1, the Organization shall pay BPA Health the sum of 3.17 for each of the Organization's Employees (as communicated to BPA Health from time to time as provided below), regardless of whether any such Employee seeks or receives EAP Services during any given month, pursuant to Section 3.2 of the Contract. In furtherance of the foregoing, on the Effective Date, on each January 15 and September 15 during the Term, the date any "Material Change in Employees" (defined below) occurs, and as may be otherwise

requested by BPA Health from time to time, the Organization will provide to BPA Health: (i) the number of the Organization's Employees as set forth in the then-most-current employee register of the Organization; and (ii) a breakdown of the number of such Employees residing in each zip code in which any Employee resides. As used above, "Material Change in Employees" means a net increase or decrease in the total number of Employees during the Term, which amounts to ten percent (10%) or more of the number of Employees the Organization most-recently reported to BPA Health under this Section 1.3.

1.4 Limitations. Total EAP Services received by Eligible Participants under this Section 1 to Schedule 1 shall be limited to 5 Visits per Incident for each Program Year.

1.5 Management Referrals. "Management Referral" means a referral for EAP Services requested by the Organization in connection with an Employee's violation of the Organization's policies and procedures (usually, but not limited to, violation of a drug-free workplace policy) or whose performance has deteriorated to the extent that the Employee's workplace has been materially adversely affected. The Organization's request must be accompanied by a Confidential Information Form signed by the Employee authorizing BPA Health to notify the Organization regarding whether the Employee kept/is keeping appointments with Providers and appears, in the judgment of the Provider, to be making a good faith effort to follow the recommendations made by the Provider. Upon receipt of such a request, BPA Health will assign the related Employee to a Provider qualified with regard to the specific problem or issue giving rise to the referral.

2. LIFE RESOURCES SERVICES.

2.1 Generally. During the Term, Eligible Participants will also receive access to the following "Life Resources":

- "Financial Guidance," which is a consumer-focused financial consultation service supporting Eligible Participants' financial management and planning, debt management, budgeting, foreclosure and bankruptcy prevention consultation, and the like, via telephonic consultation and enhanced financial web content. Consultation will be telephonically accessible Monday through Thursday, 6 a.m. to 7 p.m.; Friday, 6 a.m. to 4 p.m.; and Saturday, 9 a.m. to 4 p.m. (PST), excluding standard holidays, and web content will be provided through the Life Resources link accessible at www.bpahealth.com.
- "Legal Guidance," which is a consultation and referral service allowing Eligible Participants to: (i) consult with and/or obtain a referral to a local or national attorney for a one-time, no-cost thirty (30) minute consultation involving most legal issues (see Section 2.2 of this Schedule 1 for exclusions); (ii) consult with an identity recovery professional for a no-cost thirty (30) minute consultation, who assist with assess their situation, creating an action plan, and providing tools to implement that plan; and (iii) access to enhanced legal web content through the Life Resources link accessible at www.bpahealth.com. If an Eligible Participant desires further attorney consultation or services beyond the initial no-cost period and retains the attorney, the Eligible Participant will receive a twenty-five

percent (25%) discount on the attorney's normal and customary fees.

2.2 Exclusions. Notwithstanding the foregoing, Life Resources do not include any of the following:

- Tax preparation services (federal, state, local, income tax, property tax, employment tax, sales/use tax, or otherwise); or
- Legal services involving: (i) any action, proceeding or dispute pertaining to Services, concerning an Eligible Participant and BPA Health, any Provider or other BPA Health contractor or affiliate, or the Organization or any Organization representative or affiliate; (ii) antitrust law; (iii) business matters; (iv) securities law; (v) environmental law; (vi) administrative law; (vii) intellectual property; or (viii) any matter intended to harass, vex, or annoy another person, or any other frivolous activity.

2.3 Acknowledgments. The Organization acknowledges and agrees that the materials accessible through the Life Resources link referenced above, are not counseling or clinical services, are not intended to be a substitute for counseling or clinical services, have been produced by third parties, have not been prepared or endorsed by BPA Health. The Organization further acknowledges and agrees that BPA Health has no control over, and none of BPA Health, its Providers, representatives, or affiliates will have any liability or responsibility for, any of the acts, omissions, or advice provided by any financial advisor, consultant, attorney, and/or law firm, nor any Life Resources materials accessible through the Life Resources link referenced above, in connection with Eligible Participant's utilization of the Life Resources.

3. OTHER SERVICES.

3.1 Emergency Hotline. BPA Health shall maintain a 24-hour hotline staffed by a licensed professional counselor, to assist in safety planning and de-escalation of emergent issues involving Eligible Participants (and may include, without limitation, directing the Eligible Participant to local emergency services). Within one (1) working day of any hotline contact, BPA Health staff will endeavor to schedule a crisis appointment between the Eligible Participant and a Provider.

3.2 Critical Incidents. BPA Health will support the Organization in any case of traumatic or fatal injury involving Eligible Participants or upon the Organization's premises, including, without limitation, suicide, death, natural disaster, robbery or other traumatic events. Eligible Participants affected by the event will be eligible to participate in a critical incident session, lasting up to two (2) hours in length, with a Provider qualified to assist with stress management, bereavement, and grieving (each, a "CIR Session"). CIR Sessions may occur in group or an individual settings, depending on the circumstances. CIR Sessions will be conducted in a manner consistent with industry standards, taking into consideration the Organization and the unique circumstances inherent in these cases. BPA Health will provide handouts for Eligible Participants as well as a description of the critical incident response process. In all events, consistent with industry standards for clinical appropriateness, CIR Sessions must commence no later than seventy-two (72) hours following the date of the underlying critical incident.

3.3 Education Regarding Services. BPA Health will educate Eligible Participants and representatives of the Organization regarding Services by: (i) providing Organization with standard electronic/printable brochures; (ii) granting Eligible Participants access to online BPA Health resources; and (iii) conducting such monthly, quarterly, semi-annual, annual, and/or one-time in-person or telephonic education sessions regarding Services as agreed upon by the parties from time to time.

4. TERMS APPLICABLE TO ALL SERVICES.

4.1 Delivery of Services. In coordinating Services, Eligible Participants may meet with a Provider in-person, but will also be given the option to meet with a Provider telephonically, which may include via video conferencing, telephone, text, chat, and other modes of electronic communication, subject to Applicable Laws. For in-person Services, BPA Health will utilize commercially reasonable efforts to pair Eligible Participants with Providers and resources in close geographic proximity to Eligible Participants. Where local Providers or resources are not available and the Eligible Participant desires to meet with an in-person provider, or to the extent the services required by Eligible Participants exceed the scope of the Services, BPA Health will assist Eligible Participants by providing Referrals to an appropriate third-party provider (the cost and expense of such third-party services to be borne solely by the Eligible Participants).

4.2 Termination of Eligible Participant Status. A person will cease to be an Eligible Participant for Services on the last day of the calendar month in which they no longer meet the conditions for eligibility as described above (the "Termination Date"); provided, however, the Program will continue to cover Services authorized before the Termination Date for a period of up to ninety (90) days following the Termination Date, provided the respective Services do not exceed the number of Visits otherwise allowed under this Contract and the Contract and this Schedule 1 has not expired or been terminated. For the avoidance of doubt, however no new Services may be authorized after the Termination Date.

4.3 No Double Coverage. A person that becomes an Eligible Participant under one classification (e.g., as an employee of an employee assistance program) may not be simultaneously enrolled as an Eligible Participant under any other classification (e.g., as a dependent of another employee). For example, in the case that two spouses are eligible for Services hereunder, each of them must be covered as a primary services recipient and not as a spouse or dependent of one another. In the case that they have children, each such child may only be listed and receive benefits from one of their parents.

4.4 Services Exclusions. Notwithstanding anything contained in the Contract or in this Schedule 1 to the Contrary, the Services do not include formal or extensive psychological testing, court-ordered treatment, or psychiatrist services.

[End of Schedule 1]



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into as of the following date, by and between
5/13/2024

Xavier Charter Schools

(herein after referred to as "Subscriber"),

AND

BUSRIGHT, INC

(herein after referred to as "BusRight"),

WHEREAS, Subscriber desires to purchase a bus tracking, routing, and transportation management system for purposes of managing their school bus fleet; and

WHEREAS, BusRight provides a transportation management system that implements bus tracking, routing, and transportation management; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, there Parties hereby agree to the terms set forth in the BUSRIGHT MASTER SUBSCRIPTION AGREEMENT (MSA).



BUSRIGHT MASTER SUBSCRIPTION AGREEMENT (MSA)

THIS MASTER SUBSCRIPTION AGREEMENT (MSA) (this "Agreement") sets forth the terms and conditions pursuant to which BusRight, LLC. ("BusRight") provides its end user subscribers (each, a "Subscriber") with access to BusRight's proprietary bus tracking, routing, and transportation management system, more particularly described on BusRight's website located at www.busright.com (the "System"). This includes BusRight software and any additionally-provisioned hardware (tablets, mounts, charging wires, etc...). This Agreement incorporates into itself and governs each Statement of Work (SOW), memorialized upon a BusRight Statement of Work document, that BusRight offers to its Subscribers. Acceptance of this agreement or the Statement of Work or Subscriber's use of or access to the System shall constitute Subscriber's unconditional acceptance of this Agreement and all terms herein and incorporated. This Agreement shall be effective upon the earlier of the date of Subscriber's acceptance of the Statement of Work or the date of Subscriber's first use of or access to the System (the "Effective Date").

1.01 **Description of Goods or Services Provided.** BusRight shall provide access to the following proprietary software features: Bus Tracking and positioning in its web and mobile apps, Route creation and management tool on the web, Driver navigation and management mobile apps, and web-based management platform including vehicle history, analytics, and data export capability.

1.02 **Grant of License; Subscription.** BusRight hereby grants to Subscriber a limited license to access and use the System during the term specified in the Statement of Work, including any renewals thereof (the "Term"). Subscriber hereby accepts the subscription to the System more particularly described in the Statement of Work (the "Subscription").

2. **Billing and Payment.** Subscriber agrees to pay the fees for the Subscription to the System in accordance with the Billing & Payment terms set forth in the Statement of Work. BusRight will send an invoice to Subscriber at least 30 days prior to the start of each year of Subscriber's Term, as contained in the Statement of Work, and Subscriber shall pay the entire annual amount due within 30 days of the invoice date by mailing a check or other mutually-agreed upon form of payment. Except to the extent fixed in the Statement of Work, BusRight's Subscription fee is subject to change by BusRight without notice and in its sole discretion. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's Subscription or in connection with BusRight's delivery of the System under this Agreement.

3. **Ownership.** The System is owned and copyrighted by BusRight and offered through a subscription, not sold, to Subscriber. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the System, along with all intellectual property rights related thereto, shall remain with BusRight, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The "BusRight" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of BusRight's trade or service marks and BusRight retains all right, title, and interest in its trade and service marks. Subscriber agrees that BusRight may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Subscriber with respect to the BusRight System during the course of Subscriber's use of the System. Subscriber hereby grants and assigns to BusRight any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

4.01 **Confidential Information.** Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the System, including updates, enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, "Confidential Information"), and Subscriber will respect such confidentiality, and shall keep all Confidential Information confidential. Subscriber agrees not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of BusRight, except that BusRight authorizes Subscriber to disclose Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

4.02 **Family Educational Rights and Privacy Act (FERPA).** BusRight defines "Data" to include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. BusRight will use Data only for the purpose of fulfilling its duties and providing



services under this Agreement, and for improving services under this Agreement. BusRight may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

5. **Subscriber Information.** Subscriber hereby permits BusRight to use information regarding its organizational units to the extent said information is reasonably necessary to perform its obligations hereunder and to be used and disclosed to internal and external researchers and other third parties that have executed confidentiality agreements. However, BusRight shall seek permission from Subscriber before including such information that is identifiable to the school or organization in any publication.

6. **Renewals: Termination.** Unless otherwise specified in the Statement of Work: (a) the Term shall automatically renew for 1-year periods, unless Subscriber provides 90 days written notice to BusRight prior to such renewal, and (b) Subscriber or BusRight may terminate this Agreement before the end of the applicable Term by providing a written notification to BusRight or Subscriber, at least 60 days in advance of termination. BusRight may terminate this Agreement in the event Subscriber commits a breach hereof and fails to cure such breach within 30 days from written notice thereof. Upon the termination or expiration of this Agreement for any reason, BusRight will assess a "Cancellation Fee" upon Subscriber that shall not exceed 50% of the remaining monies owed through the entirety of the contract term. The determination of this fee, up to this stated limit, is at BusRight's sole discretion, and BusRight will be under no obligation to refund any fees paid by Subscriber for the System except to the extent that they exceed the Cancellation Fee. BusRight shall, for a period of 30 days following such termination or expiration, maintain Subscriber's student information and permit Subscriber with access to such data in a commonly-accepted reporting form. The parties agree that Sections 2-4 and 9-13 shall survive any termination or expiration of this Agreement.

7. **Support & Maintenance.** BusRight may, from time to time, provide to Subscriber updates, enhancements, modifications, improvements in and to the System which shall all be subject to the terms and conditions of this Agreement. BusRight has system maintenance periods throughout the year that will affect Subscriber's ability to interact with the System. BusRight will use commercially reasonable efforts to notify Subscriber in advance of any disruptions. It is Subscriber's responsibility to ensure that all necessary physical conditions and requirements are maintained in a sufficient state (e.g., mounts properly installed, wiring functioning and connected appropriately at all times) to permit the proper functioning of the BusRight system. Subscriber is solely responsible for the maintenance, repair, and replacement of any necessary tablets, mounts, wires, pins, and other ancillary peripherals required to properly deliver the BusRight service. BusRight acknowledges that Subscriber may, through its own action or inaction, cause or experience damage or loss to its leased BusRight tablets. BusRight may elect, solely at its discretion, to replace up to 2% of these tablets, at its own expense, in the event of damage or loss during the Term contained in the Statement of Work. The Subscriber will not be assessed any additional fees or charges for these discretionary remediations.

8. **Limited Warranty.** BusRight warrants to Subscriber that: (a) BusRight will comply with all applicable laws, rules and regulations, and (b) the BusRight System will perform substantially in accordance with its specifications. In the event the BusRight System fails to conform to these warranties, BusRight will use its best efforts to correct the System. If BusRight is unable to correct the error after using its best efforts, BusRight will refund the unused Subscription fees paid by Subscriber, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of System results from (x) use of the System in connection with software or hardware not compatible with the System or not meeting the technical specifications provided by BusRight; (y) improper or inadequate maintenance of Subscriber's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Subscriber is responsible for the results obtained and decisions made from its use of the System. The System may include open source software components and use of such components may be subject to additional terms and conditions.

9. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE WHEN SUBSCRIBER'S



PRACTICES ARE INCONSISTENT WITH THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF BUSRIGHT'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

10. **Additional Disclaimer.** BUSRIGHT DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SYSTEM BASED ON THE FLOW OF DATA TO OR FROM BUSRIGHT'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH BUSRIGHT WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, BUSRIGHT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, BUSRIGHT DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

11. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY VIOLATION OF THIS AGREEMENT. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL BUSRIGHT, ITS DEVELOPERS, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSSES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM. IN ANY CASE, BUSRIGHT'S, ITS DEVELOPERS' AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE BUSRIGHT SYSTEM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

12. **Miscellaneous**

12.1 **Publicity.** Subscriber may not use BusRight's name or trademark without BusRight's prior written consent. By executing this MSA, signing the Statement of Work, or using the BusRight System, Subscriber consents to allow BusRight to reference Subscriber's trademarks, copyrights, and other identifying information in its marketing materials, press releases, and other public communications or disclosures. Subscriber may elect, in writing, to withhold consent for either a) the use of a specific element of identifying information; or b) the broad use of any identifying information. This right to withhold consent shall not apply to any information that is already publicly available and/or subject to disclosure under state, federal, or other applicable laws.

12.2 **No Disassembly.** Subscriber shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the System or any software consisting thereof.

12.3 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

12.4 **Waiver and Severability.** Waiver of any default or breach under this Agreement by BusRight does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.

12.5 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.



12.6 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

12.7 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of the BusRight. Any such purported assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.

12.8 **Notices.** Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) delivered via any of the foregoing at the addresses specified in the Statement of Work (SOW) or such other address as may be provided by the recipient in accordance with this Section.

12.9 **Controlling Law and Venue.** This Agreement shall be construed and controlled by the laws of the State of Delaware, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Courts located in New York, New York shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.

12.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

12.11 **Independent Contractor.** The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

The Parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of:
BusRight, Inc.

For and on behalf of:
Subscriber

DocuSigned by:
Keith Corso
Signed

DocuSigned by:
Gary Moon
Signed

Keith Corso

Gary Moon

Name

Name

CEO

Head of Schools

Title

Title

5/13/2024

5/14/2024

Date

Date



STATEMENT OF WORK (SOW)

This agreement is between:

- (1) BusRight, Inc., (herein "BusRight"), a transportation software company which provides its end user subscribers (each, a "Subscriber") with access to BusRight's proprietary bus tracking, routing, and transportation management system ; and
- (2) **Xavier Charter Schools**
(herein the "Subscriber")

BusRight and Subscriber together shall be referred to as the "Parties," and individually shall be referred to as a "Party."

1. PURPOSE

This Statement of Work (SOW) represents an agreement between the Subscriber and BusRight for the purchase of services (e.g., software licensing, training) in connection with BusRight's transportation management system and pursuant to the Master Services Agreement (MSA). All costs are detailed below.

2. APPLICABILITY OF MASTER SERVICES AGREEMENT (MSA)

The Master Services Agreement (MSA) governs your acquisition and use of the services set forth in this SOW. By executing this SOW, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of the MSA and set forth herein.

3. PROVISIONS GOVERNING THE MASTER SERVICES AGREEMENT

The Parties intend that the MSA contains terms based on the principles below. Additionally, the Order Form shall memorialize intended implementation details associated with this SOW and MSA.

Contract Details	
Contract Start Date	06/01/2024
Contract Length/Term	3 Years and 1 Month
Annual Suite License Quantity	Quantity: 7
	Price per License (\$): 2,000
Annual Mount License Quantity	Quantity: 0
	Price per License (\$): 0
Year 1 Contract Amount (\$)	15,166 (1 Month Prorated \$1,166 + \$14,000)
Year 2 Contract Amount (\$)	14,000
Year 3 Contract Amount (\$)	14,000
Billing Cycle	<input checked="" type="checkbox"/> Annually in Advance



The Parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of:
BusRight, Inc.

DocuSigned by:
Keith Corso
106412E707A6CAEE...
Signed

Keith Corso

Name

CEO

Title

5/13/2024

Date

For and on behalf of:
Subscriber

DocuSigned by:
Gary Moon
11095F025835332
Signed

Gary Moon

Name

Head of Schools

Title

5/14/2024

Date



Exhibit A: BusRight Order Form

Subscriber Information	
Subscriber Name	xavier charter schools
Subscriber Hardware Shipping Address	1218 North College Road W, Twin Falls, ID 83
Billing Contact Name	Gary Moon
Billing Contact Email	gmoon@xaviercharter.org
Billing Contact Phone Number	+1 208 5391845

Hardware Details	
Total Tablet Quantity	7
Total Standard Mount Quantity	7
Custom Mount Quantity	<input type="checkbox"/> Locking Cradle <input type="checkbox"/> Speaker Cradle <input type="checkbox"/> Heating Cradle <input type="checkbox"/> Cup Holder Cradle
Requested Hardware Delivery Date	July 1, 2024 <small>(default value to 30 days post start date)</small>
SIM Request Type	<input checked="" type="checkbox"/> Verizon <input type="checkbox"/> AT&T <input type="checkbox"/> T-Mobile
Installation Owner	<input checked="" type="checkbox"/> Self Install <input type="checkbox"/> BusRight Partner Install

Software Details	
Onboarding Start Date	June 1, 2024
Student Information System Sync Type	<input type="checkbox"/> Manual <input checked="" type="checkbox"/> Nightly Automatic
Route Data Migration Owner	<input type="checkbox"/> BusRight <input checked="" type="checkbox"/> Subscriber
Solution Type	<input checked="" type="checkbox"/> Suite <input type="checkbox"/> Terminal



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into as of the following date, by and between
5/13/2024

Xavier Charter Schools

(herein after referred to as "Subscriber"),

AND

BUSRIGHT, INC

(herein after referred to as "BusRight"),

WHEREAS, Subscriber desires to purchase a bus tracking, routing, and transportation management system for purposes of managing their school bus fleet; and

WHEREAS, BusRight provides a transportation management system that implements bus tracking, routing, and transportation management; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, these Parties hereby agree to the terms set forth in the BUSRIGHT MASTER SUBSCRIPTION AGREEMENT (MSA).



BUSRIGHT MASTER SUBSCRIPTION AGREEMENT (MSA)

THIS MASTER SUBSCRIPTION AGREEMENT (MSA) (this "Agreement") sets forth the terms and conditions pursuant to which BusRight, LLC. ("BusRight") provides its end user subscribers (each, a "Subscriber") with access to BusRight's proprietary bus tracking, routing, and transportation management system, more particularly described on BusRight's website located at www.busright.com (the "System"). This includes BusRight software and any additionally-provisioned hardware (tablets, mounts, charging wires, etc...). This Agreement incorporates into itself and governs each Statement of Work (SOW), memorialized upon a BusRight Statement of Work document, that BusRight offers to its Subscribers. Acceptance of this agreement or the Statement of Work or Subscriber's use of or access to the System shall constitute Subscriber's unconditional acceptance of this Agreement and all terms herein and incorporated. This Agreement shall be effective upon the earlier of the date of Subscriber's acceptance of the Statement of Work or the date of Subscriber's first use of or access to the System (the "Effective Date").

1.01 **Description of Goods or Services Provided.** BusRight shall provide access to the following proprietary software features: Bus Tracking and positioning in its web and mobile apps, Route creation and management tool on the web, Driver navigation and management mobile apps, and web-based management platform including vehicle history, analytics, and data export capability.

1.02 **Grant of License: Subscription.** BusRight hereby grants to Subscriber a limited license to access and use the System during the term specified in the Statement of Work, including any renewals thereof (the "Term"). Subscriber hereby accepts the subscription to the System more particularly described in the Statement of Work (the "Subscription").

2. **Billing and Payment.** Subscriber agrees to pay the fees for the Subscription to the System in accordance with the Billing & Payment terms set forth in the Statement of Work. BusRight will send an invoice to Subscriber at least 30 days prior to the start of each year of Subscriber's Term, as contained in the Statement of Work, and Subscriber shall pay the entire annual amount due within 30 days of the invoice date by mailing a check or other mutually-agreed upon form of payment. Except to the extent fixed in the Statement of Work, BusRight's Subscription fee is subject to change by BusRight without notice and in its sole discretion. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's Subscription or in connection with BusRight's delivery of the System under this Agreement.

3. **Ownership.** The System is owned and copyrighted by BusRight and offered through a subscription, not sold, to Subscriber. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the System, along with all intellectual property rights related thereto, shall remain with BusRight, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The "BusRight" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of BusRight's trade or service marks and BusRight retains all right, title, and interest in its trade and service marks. Subscriber agrees that BusRight may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Subscriber with respect to the BusRight System during the course of Subscriber's use of the System. Subscriber hereby grants and assigns to BusRight any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

4.01 **Confidential Information.** Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the System, including updates, enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, "Confidential Information"), and Subscriber will respect such confidentiality, and shall keep all Confidential Information confidential. Subscriber agrees not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of BusRight, except that BusRight authorizes Subscriber to disclose Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

4.02 **Family Educational Rights and Privacy Act (FERPA).** BusRight defines "Data" to include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. BusRight will use Data only for the purpose of fulfilling its duties and providing



services under this Agreement, and for improving services under this Agreement. BusRight may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

5. **Subscriber Information.** Subscriber hereby permits BusRight to use information regarding its organizational units to the extent said information is reasonably necessary to perform its obligations hereunder and to be used and disclosed to internal and external researchers and other third parties that have executed confidentiality agreements. However, BusRight shall seek permission from Subscriber before including such information that is identifiable to the school or organization in any publication.

6. **Renewals; Termination.** Unless otherwise specified in the Statement of Work: (a) the Term shall automatically renew for 1-year periods, unless Subscriber provides 90 days written notice to BusRight prior to such renewal, and (b) Subscriber or BusRight may terminate this Agreement before the end of the applicable Term by providing a written notification to BusRight or Subscriber, at least 60 days in advance of termination. BusRight may terminate this Agreement in the event Subscriber commits a breach hereof and fails to cure such breach within 30 days from written notice thereof. Upon the termination or expiration of this Agreement for any reason, BusRight will assess a "Cancellation Fee" upon Subscriber that shall not exceed 50% of the remaining monies owed through the entirety of the contract term. The determination of this fee, up to this stated limit, is at BusRight's sole discretion, and BusRight will be under no obligation to refund any fees paid by Subscriber for the System except to the extent that they exceed the Cancellation Fee. BusRight shall, for a period of 30 days following such termination or expiration, maintain Subscriber's student information and permit Subscriber with access to such data in a commonly-accepted reporting form. The parties agree that Sections 2-4 and 9-13 shall survive any termination or expiration of this Agreement.

7. **Support & Maintenance.** BusRight may, from time to time, provide to Subscriber updates, enhancements, modifications, improvements in and to the System which shall all be subject to the terms and conditions of this Agreement. BusRight has system maintenance periods throughout the year that will affect Subscriber's ability to interact with the System. BusRight will use commercially reasonable efforts to notify Subscriber in advance of any disruptions. It is Subscriber's responsibility to ensure that all necessary physical conditions and requirements are maintained in a sufficient state (e.g., mounts properly installed, wiring functioning and connected appropriately at all times) to permit the proper functioning of the BusRight system. Subscriber is solely responsible for the maintenance, repair, and replacement of any necessary tablets, mounts, wires, pins, and other ancillary peripherals required to properly deliver the BusRight service. BusRight acknowledges that Subscriber may, through its own action or inaction, cause or experience damage or loss to its leased BusRight tablets. BusRight may elect, solely at its discretion, to replace up to 2% of these tablets, at its own expense, in the event of damage or loss during the Term contained in the Statement of Work. The Subscriber will not be assessed any additional fees or charges for these discretionary remediations.

8. **Limited Warranty.** BusRight warrants to Subscriber that: (a) BusRight will comply with all applicable laws, rules and regulations, and (b) the BusRight System will perform substantially in accordance with its specifications. In the event the BusRight System fails to conform to these warranties, BusRight will use its best efforts to correct the System. If BusRight is unable to correct the error after using its best efforts, BusRight will refund the unused Subscription fees paid by Subscriber, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of System results from (x) use of the System in connection with software or hardware not compatible with the System or not meeting the technical specifications provided by BusRight; (y) improper or inadequate maintenance of Subscriber's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Subscriber is responsible for the results obtained and decisions made from its use of the System. The System may include open source software components and use of such components may be subject to additional terms and conditions.

9. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE WHEN SUBSCRIBER'S



PRACTICES ARE INCONSISTENT WITH THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF BUSRIGHT'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

10. **Additional Disclaimer.** BUSRIGHT DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SYSTEM BASED ON THE FLOW OF DATA TO OR FROM BUSRIGHT'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH BUSRIGHT WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, BUSRIGHT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, BUSRIGHT DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

11. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY VIOLATION OF THIS AGREEMENT. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL BUSRIGHT, ITS DEVELOPERS, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSSES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM. IN ANY CASE, BUSRIGHT'S, ITS DEVELOPERS' AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE BUSRIGHT SYSTEM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

12. **Miscellaneous**

12.1 **Publicity.** Subscriber may not use BusRight's name or trademark without BusRight's prior written consent. By executing this MSA, signing the Statement of Work, or using the BusRight System, Subscriber consents to allow BusRight to reference Subscriber's trademarks, copyrights, and other identifying information in its marketing materials, press releases, and other public communications or disclosures. Subscriber may elect, in writing, to withhold consent for either a) the use of a specific element of identifying information; or b) the broad use of any identifying information. This right to withhold consent shall not apply to any information that is already publicly available and/or subject to disclosure under state, federal, or other applicable laws.

12.2 **No Disassembly.** Subscriber shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the System or any software consisting thereof.

12.3 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

12.4 **Waiver and Severability.** Waiver of any default or breach under this Agreement by BusRight does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.

12.5 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.



12.6 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

12.7 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of the BusRight. Any such purported assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.

12.8 **Notices.** Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) delivered via any of the foregoing at the addresses specified in the Statement of Work (SOW) or such other address as may be provided by the recipient in accordance with this Section.

12.9 **Controlling Law and Venue.** This Agreement shall be construed and controlled by the laws of the State of Delaware, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Courts located in New York, New York shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.

12.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

12.11 **Independent Contractor.** The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

The Parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of:
BusRight, Inc.

For and on behalf of:
Subscriber

DocuSigned by:
Keith Corso
Signed

DocuSigned by:
GARY MOON
Signed

Keith Corso

Gary Moon

Name

Name

CEO

Head of Schools

Title

Title

5/13/2024

5/14/2024

Date

Date



STATEMENT OF WORK (SOW)

This agreement is between:

- (1) BusRight, Inc., (herein "BusRight"), a transportation software company which provides its end user subscribers (each, a "Subscriber") with access to BusRight's proprietary bus tracking, routing, and transportation management system ; and
- (2) Xavier Charter Schools
(herein the "Subscriber")

BusRight and Subscriber together shall be referred to as the "Parties," and individually shall be referred to as a "Party."

1. PURPOSE

This Statement of Work (SOW) represents an agreement between the Subscriber and BusRight for the purchase of services (e.g., software licensing, training) in connection with BusRight's transportation management system and pursuant to the Master Services Agreement (MSA). All costs are detailed below.

2. APPLICABILITY OF MASTER SERVICES AGREEMENT (MSA)

The Master Services Agreement (MSA) governs your acquisition and use of the services set forth in this SOW. By executing this SOW, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of the MSA and set forth herein.

3. PROVISIONS GOVERNING THE MASTER SERVICES AGREEMENT

The Parties intend that the MSA contains terms based on the principles below. Additionally, the Order Form shall memorialize intended implementation details associated with this SOW and MSA.

Contract Details	
Contract Start Date	06/01/2024
Contract Length/Term	3 Years and 1 Month
Annual Suite License Quantity	Quantity: 7
	Price per License (\$): 2,000
Annual Mount License Quantity	Quantity: 0
	Price per License (\$): 0
Year 1 Contract Amount (\$)	15,166 (1 Month Prorated \$1,166 + \$14,000)
Year 2 Contract Amount (\$)	14,000
Year 3 Contract Amount (\$)	14,000
Billing Cycle	<input checked="" type="checkbox"/> Annually in Advance



The Parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of:
BusRight, Inc.

DocuSigned by:
Keith Corso
36412670A0C4EE
Signed

Keith Corso

Name

CEO

Title

5/13/2024

Date

For and on behalf of:
Subscriber

DocuSigned by:
Gary Moon
17875E0726A541
Signed

Gary Moon

Name

Head of Schools

Title

5/14/2024

Date



Exhibit A: BusRight Order Form

Subscriber Information	
Subscriber Name	Xavier Charter Schools
Subscriber Hardware Shipping Address	1218 North College Road W, Twin Falls, ID 83
Billing Contact Name	Gary Moon
Billing Contact Email	gmoon@xaviercharter.org
Billing Contact Phone Number	+1 208 5391845

Hardware Details	
Total Tablet Quantity	7
Total Standard Mount Quantity	7
Custom Mount Quantity	<input type="checkbox"/> Locking Cradle <input type="checkbox"/> Speaker Cradle <input type="checkbox"/> Heating Cradle <input type="checkbox"/> Cup Holder Cradle
Requested Hardware Delivery Date	July 1, 2024 <small>(default value to 30 days post start date)</small>
SIM Request Type	<input checked="" type="checkbox"/> Verizon <input type="checkbox"/> AT&T <input type="checkbox"/> T-Mobile
Installation Owner	<input checked="" type="checkbox"/> Self Install <input type="checkbox"/> BusRight Partner Install

Software Details	
Onboarding Start Date	June 1, 2024
Student Information System Sync Type	<input type="checkbox"/> Manual <input checked="" type="checkbox"/> Nightly Automatic
Route Data Migration Owner	<input type="checkbox"/> BusRight <input checked="" type="checkbox"/> Subscriber
Solution Type	<input checked="" type="checkbox"/> Suite <input type="checkbox"/> Terminal



CHARTER IMPACT, LLC

INDEPENDENT CONSULTANT SERVICES AGREEMENT

This agreement (the "Agreement") is entered into as of January 28, 2025 (the "Effective Date") by and between Charter Impact, LLC ("CI"), and Xavier Charter School Inc. ("Client").

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and accounting services, will provide accounting, budgeting, compliance, strategic planning, documentation, deliverables, and other related services necessary to fulfill Client's business management and accounting requirements, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Services").

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of business management, accounting and consulting, beginning March 1, 2025, and ending June 30, 2028. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives notice to the other at least 90 days before the expiration of any term of his or her or its intention not to renew.

ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees.

Business Management Services: For services in Exhibit A, the Client will pay CI a fee equal to 1.2% of revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the Client). Fees for services in Exhibit A are subject to a minimum of \$70,000 per year. Minimum fees will escalate three percent (3%) per year beginning July 1, 2025. While Client is still under contract with Skyward, which will be utilized as the payroll platform by the Client, CI will offer a one time, annual credit to Client in the following amounts:

FY 25: \$8393 (\$5,393 license fee plus \$3,000 hosting fee)

FY 26: \$8598 (\$5,598 license fee plus \$3,000 hosting fee)

FY 27: \$8598 (\$5,598 license fee plus \$3,000 hosting fee)

Rush Check Processing (optional): Upon special request of Client, emergency checks can be processed on a same-day basis in addition to the regular weekly cycle described in Exhibit A, Section 2C. For these rare occasions, an expedited processing fee of \$75 per check will be charged in addition to the reimbursement for shipping charges noted in Section 3.02 below.

Other Services: For other services requested by Client outside of the items included in Exhibit A the Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit B.

One-Time Implementation Fee: A one-time implementation fee of \$5,000 will be waived in the interest of building a long-term partnership.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of aggregate monthly expenses will not exceed \$500, without written approval by Client before being incurred, unless Client elects to reimburse CI after the fact.

Section 3.03. Invoicing. CI will invoice Client on a monthly basis for Business Management, starting March 1st, 2025 and CI will automatically update the amount based on 1/12th of the Client's projected annual revenue pursuant to the percentage based fee in Section 3.01. Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. CI will automatically prepare a check from Client on the invoice date for payment from Client. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of the invoice, CI reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event Client disputes all or any portion of an invoice, Client shall notify CI within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 15 hereof, but shall pay the invoice in full, pending the outcome of such process.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

Section 3.07. Document Subpoenas and Testimony. CI fees for this engagement do not cover our charges for any subpoena or other discovery request we receive for documents, information or testimony (in court, before an arbitrator or arbitration panel, or in deposition) related to the Services, in proceedings to which we are not a party. CI will invoice Client separately for our time and expenses incurred in connection with responding to any such requests and testifying in any such proceedings, including reasonable attorney's fees we may incur, and including, without limitation, any negotiations, "meet and confer" process or motion practice concerning the nature and scope of any such subpoena, or as to other procedural and/or substantive issues concerning such document requests or testimony. Should Client or Client counsel in such proceedings have any objection to the nature or scope of any such subpoena for our workpapers and records, Client agrees that it shall be Client or Client's counsel's responsibility in the first instance to present such objections and/or to file an appropriate motion to contest or to seek to limit the scope of such subpoena. CI will cooperate with any such efforts consistent with the legal requirements imposed upon CI by the subpoena including, without limitation, making such workpapers and records available to Client and/or Client counsel for inspection prior to their production. However, because the workpapers for Services are the property of CI, absent a specific Court order concerning any objection or motion to limit the scope of production or a written agreement between Client and the party issuing the subpoena to which CI have agreed, CI reserves the right to make the final decision as to which documents from CI workpapers and records shall be produced in response to such a subpoena.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization of Client. Client is a non-profit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of

Idaho and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.

Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.

Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. Client's exclusive remedy for defective Services is re-performance of the Services by CI at CI's expense, subject to CI's confirmation of the existence of such defect after receiving notice of a claimed defect from Client.

ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$50,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY

WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI's performance of the Services. Nothing herein shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client's consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

- (a) In the public domain or is otherwise considered public information; or
- (b) Part of CI's prior knowledge; or
- (c) Learned from a third party without the breach of a confidential relationship with Client.

ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.

Section 8.03. Financial Records and Audit.

- (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of Idaho (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.
- (ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.
- (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client's accountants, including exceptions noted in any independent accountant's report.

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.

Section 8.05. Grant and Funding Requirements. Client covenants to use its best efforts to comply with all grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its grants and funding sources including both governmental and non-governmental sources.

Section 8.06. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.07. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client's books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.08. Client acknowledges that CI's employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client hire or employ any current employee, consultant or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the acceptance of employment.

Section 8.09. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.

ARTICLE 9. AGENCY

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI's compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.

Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.

ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

ARTICLE 12. INSURANCE

Section 12.01. CI carries customary and reasonable comprehensive insurance coverage for errors and omissions.

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations, naming CI as additional insured under all policies.

ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Article 13.01. Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI is not expected or authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Notwithstanding Section 14 hereof, CI may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.

ARTICLE 14. TERMINATION

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within ninety (90) days following written notice to such breaching Party. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.
- (b) CI's failure to complete the services specified in Article 1.
- (c) Client's material breach of any representation or agreement contained in this Agreement.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, it is common for a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term.

Section 14.05. In the event of early termination, the Business Management fee deemed to be earned by and due to CI will be equal to the fee in Section 3.01 and the forecasted revenue from the most recently prepared financial report, prorated from the commencement date of this agreement to the termination date, regardless of fee actually invoiced as of the termination date.

ARTICLE 15. DISPUTE RESOLUTION

Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section.

- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – CI and Client will submit the Dispute to non-binding mediation in Los Angeles County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the California Arbitration Act
- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.

- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution (“ADR”) firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys’ fees associated with the mediation and, if necessary, the arbitration. CI and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.
- d. Limitation on Actions. Any dispute Client may have against CI with respect to this Agreement must be brought within two years after the cause of action arises.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.

Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party's plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI's reasonable request. CI may issue press releases or identify Client in marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

ARTICLE 17. IDAHO CODES

Section 17.01. **IDAHO CODE 18-8701 – 18-8711 Disclosure of Abortion Related Matters.** Client is subject to the No Public Funds for Abortion Act, Idaho Code Title 18, Chapter 87 (the "Act") and Client employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. Client requests that CI disclose, unless CI is within one of

the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Agreement, an abortion provider and if it will use Client facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Section 17.02. **CERTIFICATION CONCERNING BOYCOTTS.** Pursuant to Idaho Code 67-2346, if aggregate payments under a contract/agreement exceed one hundred thousand dollars (\$100,000) and the Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in and will not, for the duration of the contract/agreement, engage in a boycott of goods or services from Israel or territories under its control. The terms in this Certification are defined in Idaho Code 67-2346 and shall have the meaning defined therein.

Section 17.03. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Client reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, it cannot appropriate sufficient funds as may be required for the Client to continue such payments, or requires any return or "give-back" of funds required for the Client to continue payments to CI. The Client shall not be required to transfer funds between accounts if funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to CI. Further, if funds are no longer available to support the Agreement, the Client shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom. At CI's request, the Client shall promptly provide documentation as to such termination for non-appropriation. Nothing contained in this Section should be construed as ability by the Client to terminate for its convenience.

Section 17.04 **CERTIFICATION CONCERNING CHINA.** Pursuant to Idaho Code § 67-2359, CI certifies that it is not currently owned or operated by the government of China/People's Republic of China. If at any point during the contractual relationship CI becomes owned or operated by the government of China/People's Republic of China, CI has an affirmative obligation to disclose such status change to the Client. If at any point during the Agreement term(s) with the Client, CI can no longer validate this certification, the Agreement shall be declared void, and any CI extension(s) shall not be tendered.

[signature page to follow]



Accepted and Agreed, as of the Effective Date first written above:

XAVIER CHARTER SCHOOL INC.

Signed: Gary Moon
Gary Moon (Feb 6, 2025 11:09 MST)

Name: Gary Moon

Title: Head of Schools

CHARTER IMPACT, LLC

By AK
Adam Kaeli, co-CEO

EXHIBIT A**SCOPE OF WORK: BUSINESS MANAGEMENT SERVICES****1. IMPLEMENTATION AND TRAINING**

- a. Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
- b. Review existing contracts for terms, requirements and school responsibilities
- c. Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
- d. Provide training in specific processes and procedures including to school site staff including: accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.

2. ACCOUNTS PAYABLE PROCESSING

- a. Review all invoices sent to Charter Impact for proper approval and coding
 - i. Any discrepancies will be reported to the Client within three business days of CI becoming aware of the discrepancy. CI is not responsible for communicating any information to Client vendors. The fees described in Section 3.01 are based upon Client cooperation and compliance with CI processes and procedures. Time incurred to process payments outside of the pre-established timeline is subject to additional fees as described in Section 8.04 above.
- b. Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
- c. Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis
- d. On an emergency basis, same day payments can be processed in addition to the weekly cycle (*additional processing fees apply).
- e. Complete 1099s for all independent contractors.
 - i. It is the Client's sole responsibility to obtain and submit to CI the IRS Form W-9 for all vendors. Client acknowledges that CI is not responsible for processing of Form 1099 for any vendor for which CI has not received a Form W-9 or for any vendor that has not been paid through CI's vendor payment process.

3. ACCOUNTS RECEIVABLE PROCESSING

- a. Monitor the receipt of State approved funding amounts and verify balances paid are correct
- b. Work directly with governmental agencies to resolve any issues or discrepancies identified
- c. Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP
- d. Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

4. **BANK RECONCILIATION AND GENERAL LEDGER MAINTENANCE**
 - a. Reconcile all bank accounts on a weekly basis for a heightened level of security and monitoring
 - b. Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
 - c. Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

5. **CASH MANAGEMENT**
 - a. On a weekly basis, use reconciled bank balance to project daily cash balances for 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast will be utilized)
 - b. On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
 - c. Plan and manage payment of outstanding debt as needed
 - d. Prepare all financial reporting necessary for renewal of loans or lines of credit
 - e. Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
 - f. Analyze future cash flow and determine whether schools need to make adjustments to spending or seek other funding options.

6. **MONTHLY FINANCIAL REPORTING**
 - a. Provide a monthly reporting package by the 20th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
 - b. Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
 - c. Offer a menu of report options for the monthly financial reports including, but not limited to:
 - i. Monthly summary by financial section with bulleted highlights for presentation purposes
 - ii. Monthly Cash Flow Forecast and comparison to approved budget
 - iii. Budget vs. Actual Report (both current month and year-to-date)
 - iv. Schedule of Revenue and Expenses by Period
 - v. Comparative Statement of Financial Position
 - vi. Combining/Consolidating Statements of Activities and Financial Position
 - vii. Statement of Cash Flows (both current month and year-to-date)
 - viii. Accounts Payable/Receivable Aging
 - ix. Check Register(s)
 - x. General Ledger Detail
 - xi. Other customized reports as requested by the school, executive team or board

- d. On a monthly basis, review and present the financial package with the school staff to assess the current fiscal condition of the school
- e. Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system

7. COMPLIANCE AND GRANT REPORTING

- a. Assist the school with grant applications including the development of grant-specific budgets as well as school long-term projections
- b. In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes CI to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
- c. Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions
- d. Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance

8. CHARTER AUTHORIZER SUPPORT

- a. Support the school with all financial and business communications with the charter authorizer. This includes, but is not limited to:
 - i. Prepare regular financial reporting (budget and interims)
 - ii. Provide ad hoc financial documents and reports as requested
- b. Partner with school leaders to meet with authorizer staff to discuss fiscal health and outlook of the school
- c. Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the funding formulas with assumptions.

9. ANNUAL BUDGET CREATION AND REVISIONS

- a. Work with school staff on an annual basis to create a 5-year budget and cash flow projection on an annual basis to ensure proper future planning
- b. Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality
- c. Revise the annual forecasts on an as-needed basis (but at least monthly) to provide school staff and board members with accurate year-end projections and the information necessary in a constantly changing environment

10. AUDIT PREPARATION AND OVERSIGHT WITH AUTHORIZERS

- a. Maintain electronic records of all transaction support
- b. Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees
- c. Participate in, and support all oversight reviews from charter authorizers and governmental agencies to improve outcomes

11. TAX PREPARATION AND SUPPORT



- a. Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers
- b. Prepare and report sales and use tax returns
- c. Provide any and all information necessary for the preparation and submission of Form 990.

12. STRATEGIC PLANNING

- a. Work with school management to develop long-term strategies to ensure the school's prosperity
- b. Provide second opinions and act as sounding board for school management on business and financial matters

**EXHIBIT B
HOURLY RATES**

Level	Rate
Clerk	\$100.00
Staff	\$150.00
Senior/Manager	\$200.00
Executive/Director	\$250.00

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 _____ (the "**Contractor**"), whose address is _____,

for janitorial services described on the **Request for Proposals dated May 10th, 2024** (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, 2024 and expire on June 30, 2025 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 **six 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 10th of the following month to process payment(s). If the 10th 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 10th. 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 **6 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

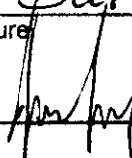
This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each party shall constitute one original.


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 10th, 2024** 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	CEO	
Signature		Date
		6/24/24

Print Name of Xavier Charter School's Representative		Title
Gary Moon		Head of Schools
Signature		Date
		6-21-24

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

WORKER'S COMP POLICY #660688 EXPIRATION: 12/8/2024

PROFESSIONAL LIABILITY POLICY # 93-AJ-0437-9 EXPIRATION: 12/1/24

This contract is entered into by Zeke Kelsey M.S., CCC-SLP and the Xavier Charter School hereinafter referred to as the school starting September 3, 2024 and ending by June 5, 2025.

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 \$78.00 per hour from clinic to return.
5. Provide compensation for SPLA at the rate of \$19 per hour.
6. Provide compensation for round-trip mileage at \$.0535 per mile or the current rate established by the federal government.
7. 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 10th 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 10th. If the 10th 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 10th. 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.

6-12-24

 Date

 Zeke Kelsey M.S., CCC-SLP

6-21-24

 Date

 Xavier Authorized Representative

EdWise LLC
Educational Direct Services & Consultation

910 Green Tree Way
Twin Falls, ID 83301
208.308.2410
edwisellc@aol.com

Contractual Agreement

Wise Approaches to Effective Education

THIS AGREEMENT is entered into on the 1st day of July 2024, by and between EdWise LLC and Xavier Charter School #462 and stipulates services provided from July 1, 2024 through June 30, 2025. 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) and Section 504 of the Rehabilitation Act (1973).
- EdWise LLC will provide off-site consultation on all 504 and IDEA related issues.
- EdWise LLC will be the exclusive and sole provider of school special education directorship and 504 consultation services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise. The scope of special education directorship and 504 consultation 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
 - *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
 - Completing IDEA eligibility reports, developing IEPs, conducting achievement testing; completing Functional Behavior Assessments (FBAs), and the developing Behavior Intervention Plans (BIPs)

Credentials: Pamela D. Zeyer, 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
- Special education due process compliance specialist
- Secondary transition services specialist
- Clinical supervisor of interning teachers
- Mentor for new teachers
- 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:

- Bi-weekly services (Fridays; 2 x month) = \$800 monthly rate / \$7200 annual rate to be paid over a 12-month period (July 1, 2024 to June 30, 2025)

Article III: Payment for Services

EdWise LLC shall provide either a monthly or quarterly invoice (school's preference) to Xavier Charter School #462 from July 2024 to June 2025. Xavier Charter School shall execute payment within 14 calendar 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.

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.

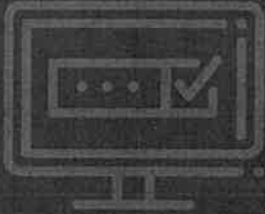

Head of Schools, Board Member/Designee
Xavier Charter School 462

7-1-24
Date

Dr. Pamela D. Zeyer (formerly Pamela Houston-Powell)
Owner, EdWise LLC

Date

STATEMENT OF WORK



Applicant Tracking

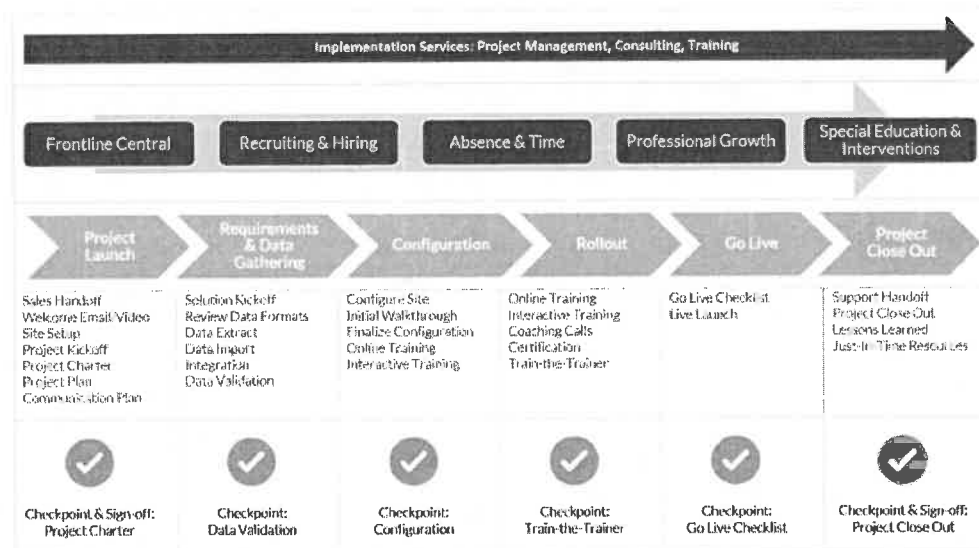
Standard Implementation Services



Statement of Work: Applicant Tracking Implementation Services

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal process for a Client's requisition-to-recommendation hiring process and best practices recommendations to optimize system functionality
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led *remote* training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Self-paced courses have completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff
- Project Status Monitoring: periodic review of project progress to planned project milestones throughout implementation
- Project Close Out Call

Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.





Specific examples of configuration services during implementation include --

Setups	Pre-configured with Applicant Tracking System	Frontline Education Configuration Services
Application Pages	21	Up to 2 additional
Position Categories & Types	124	Adjust existing as needed
Pipelines	1 with 6 stages	Up to 1 additional
Forms	12	Up to 2 additional with workflows
Publics Forms Library	338	Not applicable
Forms Packet	Not Applicable	Up to 1
Job Description Templates	73	Up to 2
Applicant Certificate Types	134	Adjust existing as needed
User Groups & Permissions	1	Up to 1
Cross Advertising	6	Not applicable

Data Imports

During implementation, we will import the following data formatted in our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

- Applicant position list: categories and types
- Job Posting location/department list
- Applicant certificate types
- User list

Systems Integration

Integrations exist within Frontline Education solutions and/or with our Featured Partners that are configured and setup as either a flat file transfer or an export/import into an applicable vendor system. Specific examples of configurable integration types include --

- Standard integration with Frontline Education Solutions' Absence and Substitute Management and Frontline Central.
- One established HRIS/Payroll integration.
 - An established interface is defined as an integration that is currently established with a vendor and/or requires no development resources.
- One established integration across each of the other types of integration partners.
 - Background Check Provider, Applicant Screening, Digital Interview.
 - For a complete list of our vendor partners, please refer to:

[Link to our Vendor Partners List on our Website](#)

Reporting

- EEO reporting: built in reporting functionality to aggregate applicant data anonymously based on position types and date range.
- Ad-hoc Reporting on applicant, job posting, or forms data to export into an Excel file.

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out





Schedule

On average, a typical Applicant Tracking implementation project runs 8 – 12 weeks. Below is an example of a project schedule for implementation. (This is not the actual schedule pertaining to this statement of work.)

Task	Start	End	Dur	2019		
				Jan	Feb	Mar
Sample Solution Rollout	1/2/19	3/19/19	55	[Progress bar spanning Jan, Feb, and Mar]		
Project Kickoff	1/2/19	1/8/19	5	[Progress bar in Jan]		
Insights Platform Migration (clients with existing Frontline solutions)	1/9/19	1/22/19	10	[Progress bar in Jan]		
Recruiting & Hiring: Applicant Tracking	1/9/19	3/19/19	50	[Progress bar spanning Jan, Feb, and Mar]		
Recruiting & Hiring: Proactive Recruiting	3/5/19	3/18/19	10			[Progress bar in Mar]

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System administrator: e.g. HR admin, or IT.
- The "point person" contact: responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete: position categories and types, locations, application pages, user accounts and permissions, electronic forms, category/vacancy pipelines, folders, interview series, application notes, etc.
 - Search/filter/review/share/email applicants and/or job postings
 - Configure system preferences

IT Department

- Will work with Frontline Education Support teams to:
 - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters This person is responsible for updating white-list from Frontline
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions
 - Potentially support in-solution integrations
 - Link Applicant Tracking to employment opportunities page on website.





Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.




Exhibit A Frontline Customer Order Form
 Q-69933

1400 Atwater Drive Malvern, PA 19355

05/24/2021

Customer:

Xavier Charter School (District)
 PO Box 5861
 TWIN FALLS, Idaho,
 United States

Contact: Gary Moon**Title:** Principal**Phone:** (208) 734-3947**Email:** gmoon@xaviercharter.org**Order Form Details:****Pricing Expiration:** 5/31/2021**Quote Currency:** USD**Account Manager:** Martin Jackson**Startup Cost Billing Terms:** One-Time, Invoiced after signing**Subscription Billing Frequency:** Annual**Sale Type:** New**Initial Term:** 5/31/2021 – 6/30/2024**Pricing Overview****Amount****One-Time Fees****\$4,275.00****Annual Recurring Fees****\$4,743.35****(Initial Term Prorated Fees)****\$402.86**

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$4,275.00	\$4,275.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Applicant Tracking, unlimited usage for internal employees Prorated Term)	5/31/2021	6/30/2021	\$402.86
Applicant Tracking, unlimited usage for internal employees	7/01/2021	6/30/2022	\$4,743.35
Applicant Tracking, unlimited usage for internal employees	7/01/2022	6/30/2023	\$4,980.52
Applicant Tracking, unlimited usage for internal employees	7/01/2023	6/30/2024	\$5,229.54



1400 Atwater Drive Malvern, PA 19355

05/24/2021

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

ORDER FORM TERMS AND CONDITIONS

1. The initial term of this Order Form shall (a) begin on the Subscription Start Date (as defined in Section 2 below) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services.
2. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline upon execution of this Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form.
3. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer.
4. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

To the extent Proactive Recruiting is included in this Order Form, the following terms and conditions shall apply

1. Proactive Recruiting, accessed at the URL www.teachers-teachers.com or any successor (referred to as "Proactive Recruiting") is a web-based service where employers (such as, but not limited to, schools or school districts) can advertise to and communicate with a database of individuals and prospective employees (such as, but not limited to, prospective teachers or administrators) ("Prospective Employees"). The terms and conditions set forth below govern the Customer's and its representatives' use of the Proactive Recruiting website and services and are legally binding on the Customer.
2. Information pertaining to Prospective Employees and other individuals found through Proactive Recruiting is confidential and will not be shared with anyone by Customer outside of the Customer. The Customer will not distribute, disclose or transfer such information to third parties unless compelled to by law.
3. Notwithstanding anything to the contrary in these terms and/or any other agreements between the parties, as between the parties, Frontline owns all right, title and interest in and to any and all individual Prospective Employee (and or any other individuals') profile data and resume data, whether or not created or updated via the Proactive Recruiting services, including, without limitation, via Teachers- Teachers.com and/or K12jobspot.com.
4. The Customer will not provide services in competition with or substantially similar to the services provided by



1400 Atwater Drive Malvern, PA 19355

Frontline.

5. The Customer understands that Frontline does not screen or verify any information provided by the individuals listed on its website. Therefore, the Customer is responsible for conducting its own search into the background, qualifications and credentials of any Prospective Employee it chooses to hire. The Customer will use the Teachers-Teachers service in compliance with all applicable laws.
6. The Customer is prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of Teachers-Teachers.com. The Customer acknowledges that it may not:
 - a. Provide false or misleading information on Teachers-Teachers.com or to Frontline.
 - b. Use Teachers-Teachers.com to violate any applicable law or regulation, or violate the privacy or publicity rights of any other person.
 - c. Post any information that is abusive, defamatory, discriminatory, hateful, obscene, vulgar, sexually-orientated, threatening, or otherwise objectionable.
 - d. Harass, stalk, or otherwise subject any user of Teachers-Teachers.com and/or its services to unwanted and/or inappropriate contact.
 - e. Post any position or business opportunity which requires payment from the applicant/Prospective Employee or requires recruitment of other individuals, sub-distributors or sub-agents such as a multi-level marketing scheme, pyramid scheme, franchise or distributorship arrangement.
 - f. Use Teachers-Teachers.com and/or its services and/or its materials for any purpose other than to identify Prospective Employees for employment opportunities.
 - g. Make any changes, additions and/or deletions to any submissions posted by any user without the express written authorization of such other user.
 - h. Intentionally expose Teachers-Teachers.com and/or its services to any computer virus or any other program or code intended to disrupt or disable to operations of the website or its services.
 - i. Use any robot, spider or other program or device to retrieve or index any portion of the Teachers-Teachers.com website.
 - j. Harvest or otherwise collect information about users for any purpose other than use of Teachers-Teachers.com and/or its services as expressly permitted herein.
7. The foregoing list of prohibitions is illustrative and is not intended to be complete or exclusive. Frontline reserves the right to terminate our relationship with the Customer under these terms and prohibit the Customer's access to Teachers-Teachers.com and/or its services or to edit, remove or close any posting by the Customer for any reason.



1400 Atwater Drive Malvern, PA 19355

05/24/2021

Invoicing Schedule	Due Date	Amount
Invoice: One Time Frontline Implementation	Upon Signing	\$4,275.00 + applicable sales tax \$4,275.00
Invoice: Prorated Applicant Tracking, unlimited usage for internal employees	6/30/2021	\$402.86 + applicable sales tax \$402.86
Invoice: Annual Applicant Tracking, unlimited usage for internal employees		\$4,743.35 + applicable sales tax \$4,743.35
Applicant Tracking, unlimited usage for internal employees		\$4,980.52
Applicant Tracking, unlimited usage for internal employees		\$5,229.54



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>DocuSigned by: <i>Scott Crouch</i> Signature: _____ A0BBDC5EFF1F430...</p> <p>Name: <u>Scott Crouch</u></p> <p>Title: <u>VP of Financial Operations</u></p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p>	<p>Xavier Charter School (District)</p> <p>DocuSigned by: <i>Gary Moon</i> Signature: _____ 1700BEB05BA54A2...</p> <p>Name: <u>Gary Moon</u></p> <p>Title: <u>Principal</u></p> <p>Address: <u>PO Box 5861</u> <u>TWIN FALLS, Idaho</u></p> <p>Email: <u>gmoon@xaviercharter.org</u></p>
--	---

Attached: Terms and Conditions
Exhibit A



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

09/05/2024

Customer: **Order Form Details:**

Xavier Charter School (District)
1218 N College Rd W
Twin Falls, Idaho, 83301
United States

Account Manager: Renee Clark
Sale Type: Renewal
Quote Currency: USD

Contact: Gary Moon

Title: Principal

Phone: (208) 734-3947

Email: gmoon@xaviercharter.org

Pricing Overview **Amount**

Annual Recurring Fees **\$5,569.46**

Annual Recurring Fees Itemized Description **Start Date** **End Date** **Amount**

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Year 1			
Applicant Tracking with Proactive Recruiting, unlimited usage for internal employees	7/01/2024	6/30/2025	\$5,569.46



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

09/05/2024

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO information

PO Status:

PO #: n/a

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

09/05/2024

Invoicing Schedule	Due Date	Amount
Year 1		\$5,569.46
Applicant Tracking with Proactive Recruiting, unlimited usage for internal employees	7/31/2024	



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

09/05/2024

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 550 E. Swedesford Road, Suite 360, Wayne, PA 19087 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Xavier Charter School (District)
<small>DocuSigned by:</small> Signature: <u>Scott Crouch</u> <small>A0BBBC3EFF1F438...</small>	<small>DocuSigned by:</small> Signature: <u>Gary Moon</u> <small>1763DEB09BA54A2...</small>
Name: <u>Scott Crouch</u>	Name: <u>Gary Moon</u>
Title: <u>VP of Financial Operations</u>	Title: <u>Principal</u>
Address: <u>550 E. Swedesford Road, Suite 360</u> <u>Wayne, PA 19087</u>	Address: <u>1218 N College Rd W</u> <u>Twin Falls, Idaho 83301</u>
Email: <u>billing@frontlineed.com</u>	Email: <u>gmoon@xaviercharter.org</u>
Effective Date: <u>9/18/2024</u>	

The banner features the word "Istation" in a white serif font on a dark background. The background is decorated with various white geometric shapes: plus signs, triangles, and sets of three upward-pointing chevrons. On the right side, there is a circular inset photograph of a man with a beard, wearing a light-colored shirt, sitting at a desk and looking down at his hands, possibly working on a laptop or tablet.

Istation

Quote

Istation Q-64696

Prepared For

Xavier Charter School
ACCOUNTS PAYABLE
1218 North College Road W
Twin Falls, ID, 83301

Your Istation Partner

Christina Shorter
Regional Account Executive
christina.shorter@istation.com
(972) 715-3857

Quote: Q-64696

Prepared For: Xavier Charter School

Expires On: 11/30/2024

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						
QTY	Product	ISBN	Start Date	Months	Campus	Sales Price
1	Istation Reading and Math Bundle	BDL-READ-MATH	11/01/2024	12	Xavier Charter School	\$18,740.00

Quote: Q-64696

Prepared For: Xavier Charter School

Expires On: 11/30/2024

List Amount	\$18,740.00
Tax Amount	\$0.00
Customer Total	\$18,740.00

Quote: Q-64696
Prepared For: Xavier Charter School
Expires On: 11/30/2024

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Additional Options (to be paid in full). Totals do not include tax (if applicable):

Start Date: 11/01/2024	Term: 12	End Date: 10/31/2025
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Please email or fax the following items to 214.291.5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Digitally signed Contract provided to you upon commitment with your Istation/Amira partner

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

Istation

District

Signature

Signature

Printed Signature:

Printed Signature:

Title:

Title:

Dated:

Dated:

Quote: Q-64696

Prepared For: Xavier Charter School

Expires On: 11/30/2024

To ensure timely and accurate 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:

Privacy Policy: <https://www.istation.com/legal/privacystatement>

Terms of Use: <https://www.istation.com/legal/termsofuse>

Amira Learning Terms and Conditions: <https://amiralearning.com/terms-conditions.html>

Work Agreement

THIS AGREEMENT is entered into on this 2nd day of May, 2024, by and between Jesse Mittelstadt (an independent contractor) and Xavier Charter School for the 2024-2025 school year. The parties entering this agreement, agree as follows:

SCOPE OF SERVICES:

RTI/Benchmarking/Progress Monitoring Consultation

Jesse Mittelstadt, M.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 the completion of IEP & 504 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

Jesse Mittelstadt
Contractor (Jesse Mittelstadt)

Date

05-02-2024
Date

SERVICE PROVIDER AGREEMENT

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

TERMS OF AGREEMENT

The period of this Agreement will commence on Sept 3, 2024, and remain in effect until Sept 3, 2025.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Progressive Behavior Systems 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:

X Behavioral Intervention (BI); CBRS Services

X Behavioral Intervention Paraprofessional (BI Para)

RECORD KEEPING

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

CONFIDENTIALITY

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

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

SERVICE DELIVERY: TIME AND PLACE

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

COORDINATION OF SERVICES

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

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

PREAUTHORIZATIONS OF SERVICES

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

COMPENSATION/BILLING

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

Service	Rate
Behavioral Intervention (BI-professional)	\$14.00 per billable unit (15 minutes)
Behavioral Intervention (BI-specialist)	\$12.30 per billable unit (15 minutes)

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

TERMINATION

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

DEFAULT

Upon default by either party, the no 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 no defaulting party as result of procuring substitute performance, legal fees and other losses due to the default.

AMENDMENT

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

NON-DISCRIMINATION

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

INSURANCE AND LIABILITY

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

GOVERNANCE

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

NON-WAIVER BREACH

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

ASSIGNMENT

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

COMPLETE STATEMENT OF TERMS

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

Signed

Dated

Xavier Charter School Representative

Signed

Dated

Progressive Behavior Systems Representative



KUBOTA CREDIT CORPORATION, U.S.A.

Kubota Credit Corporation, U.S.A.

Electronic Signatures and Records Agreement

COMMERCIAL AND AGRICULTURAL USE ONLY

Account Number: 114547870

This Electronic Signatures and Records Agreement (this "Agreement") governs and relates to any relationship between Kubota Credit Corporation, U.S.A. ("Kubota"), on the one hand, and XAVIER CHARTER SCHOOL, INC. ("Customer"), on the other. The relationship contemplated by this Agreement includes, without limitation, any purchase or lease of products and services, and application for financing or leasing. Kubota and Customer acknowledge and agree that this Agreement relates to a transaction made for Customer's commercial or agricultural, and not for personal or household, purposes.

1. Use of Electronic Signatures and Records.

- a. **Electronic Signatures.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and Customer or its exhibits, requires any party to "execute" or "sign" the agreement or any other document, notice, agreement or authorization (each, a "Document") in order for such Document to be effective, or describes any similar signature or execution requirement using words of like import, such signature or execution shall be deemed to include electronic signatures as that term is defined in the Electronic Signatures In Global and National Commerce Act ("ESIGN Act"), 15 USC § 7001, et seq. (each, an "Electronic Signature"), to the extent that Kubota has approved the use of Electronic Signatures for such Document. Each such Electronic Signature shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for in the ESIGN Act or any applicable law.
- b. **Electronic Records.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and Customer or its exhibits, requires any party to provide any Document in "writing" for such Document to be effective, or describes any similar writing requirement using words of like import, such requirement shall be deemed to include authorization for the use of electronic records, as that term is defined in the ESIGN Act ("Electronic Records"), but only to the extent that Kubota has approved the use of Electronic Records for such Document. Each such Electronic Record shall be of the same legal effect, validity or enforceability as a physical copy to the extent and as provided for in the ESIGN Act or any applicable law.
- c. **Kubota's Right To Approve Electronic Formats and Processes.** Notwithstanding any of the foregoing, the provisions of this Section 1 do not apply unless Kubota has both approved the use of Electronic Signatures on a particular Document and also approved the form and format of such Electronic Signatures. The parties agree that Kubota shall have the exclusive right to determine the acceptable and effective form and format of any Electronic Signatures and Electronic Records, and the appropriate means and procedure for electronic presentation and signing of any Document. Any form or format of Electronic Signature, Electronic Record or means of electronic presentation or signing not approved by Kubota shall be ineffective.

2. Electronic Delivery and Notices.

- a. **Electronic Delivery.** To the extent that any aspect of a transaction between Kubota and Customer, including an application or an agreement between Kubota and



KUBOTA CREDIT CORPORATION, U.S.A.

Customer or its exhibits, imposes an obligation on any party hereto to provide "notice" or "notification" or to "deliver" any Document to a party hereto, or describes any similar obligation using words of like import, such notice, notification or delivery shall be deemed to include delivery by electronic means. The delivery of such Documents in accordance with Section 2 of this Agreement shall be of the same legal effect, validity or enforceability as a physical delivery. Notwithstanding any of the foregoing, this Section 2 does not apply unless Kubota has both agreed to use of electronic delivery for a particular Document and has also approved the process for such electronic delivery.

b. **Notice.** In substitution for any notice provisions in any application or agreement between Kubota and Customer and subject to the provisions of Section 1 of this Agreement:

i. **Kubota.** Kubota may designate an electronic mail ("email") address to which Customer may send Documents or notice that Documents are available for review or signature at another location. Delivery to Kubota via email shall not be effective unless delivered to an email address expressly designated by Kubota for the receipt of such email. Such designation may be in writing or in an Electronic Record, and may itself be delivered by email.

ii. **Customer.** Customer may designate an email address to which Kubota may send Documents or notice that Documents are available for review or signature at another location. Delivery to Customer via email shall not be effective unless delivered to an email address expressly designated by Customer for the receipt of such email. Such designation may be in writing or in an Electronic Record, and may itself be delivered by email.

3. **Time of Delivery.** Any Documents sent to a party under the terms of Section 2 will be deemed effectively delivered to the receiving party on the date on which the email is transmitted, unless the sending party receives actual notice that the email was not delivered.

4. **Address Changes.**

Kubota and Customer agree to notify the other party immediately in the event of a change to a designated email address.

Acknowledged and Agreed: XAVIER CHARTER SCHOOL, INC.

DocuSigned by:
By: Gary Moon
1760DEB05BA54A2...

Name: GARY MOON

Title: CEO/CFO

Date: 4/8/2024

(additional signatures follow)



KUBOTA CREDIT CORPORATION, U.S.A.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

In Process



KUBOTA CREDIT CORPORATION, U.S.A.

RETAIL INSTALLMENT CONTRACT
COMMERCIAL AND AGRICULTURAL
USE ONLY

Account Number 114547870

State Governing Law IDAHO

MEANING OF SOME WORDS. You have been offered the opportunity to purchase products and services for the selling price and by signing below have agreed to pay the selling price plus a finance charge under this Retail Installment Contract. In this Retail Installment Contract (this "Contract"), "you" and "your" mean anyone who signs this Contract as "Buyer." The words "we," "us" and "our" mean Seller or, if Seller assigns (sells) this Contract to it, **Kubota Credit Corporation, U.S.A.** In this Contract, the word "Property" means the equipment and goods purchased by you and delivered by Dealer (see Description of the Property Purchased below). Services purchased are also listed below. If there is more than one Buyer, each will be obligated, separately and together, to pay all sums due and to keep all promises made to us in this Contract. You represent and warrant that the products purchased hereunder will be used solely for commercial or business purposes. This Contract is between Seller and Buyer. All disclosures have been made by Seller.

Description of Property Purchased

Qty	N/U	Make	Model	Description w/attachments	Serial Number	Selling Price
1	NEW	KUBOTA	ZG227LANC-3-60	ZERO TURN MWR W/60" PRO MOW	KBGGGAK0VPGLE0576	\$ 12,841.00
						\$
						\$
						\$
						\$
1st Yr Used		Trade-in Description	Trade-in Make	Trade-in Model	Trade-in Serial Number	Trade-In Allowance
		ZERO TURN MWR W/48" PRO D	KUBOTA	ZG222Z-48	52516	\$ 500.00
						\$ 0.00
						\$ 0.00

Optional Extended Warranty: (Not applicable unless checked) With your purchase of Property, you have elected to purchase an Optional Extended Warranty for \$ __ - to cover _____. This Optional Extended Warranty is not required to obtain credit. This Optional Extended Warranty will be in effect for _____.

Seller: BURKS TRACTOR COMPANY, INC. 3140 KIMBERLY RD. TWIN FALLS ID 83301
 Name Address

Buyer: XAVIER CHARTER SCHOOL, INC. 1218 N COLLEGE RD
 Name Street or Route
 TWIN FALLS NA ID 83301-5576
 City or Town County State Zip Code

YOUR PAYMENT SCHEDULE

No. Of Payments	Amount of Payments	When Payments Are Due	No. Of Payments	Amount of Payments	When Payments Are Due
35	343.14	Monthly beginning on 05/08/2024			
1	343.10	04/08/2027			

CREDIT LIFE INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU COMPLETE A SEPARATE APPLICATION FOR CREDIT INSURANCE, MEET THE ELIGIBILITY REQUIREMENTS AND AGREE TO PAY THE ADDITIONAL COST. Your decision to buy or not to buy credit life insurance through our affiliate is not a factor in our approval for this extension of credit. Credit insurance is designed to reduce or pay off the insured balance of your loan if you die. If you chose to protect your loan with credit insurance a copy of the application/certificate outlining the terms and conditions of the program will be provided to you with your loan documents. Credit insurance is voluntary and may be cancelled at any time. **NOTE: Credit life insurance will not be offered to commercial purchasers unless they are sole proprietors.**

Promise To Pay And Contract Terms Begin On Next Page



KUBOTA CREDIT CORPORATION, U.S.A.

**RETAIL INSTALLMENT CONTRACT
COMMERCIAL AND AGRICULTURAL
USE ONLY**

Account Number 114547870

State Governing Law **IDAHO**

ITEMIZATION OF AMOUNT FINANCED

1. CASH PRICE

a. Cash Sale Price of Property	\$	<u>12,841.00</u>
b. Sales Tax	\$	<u>0.00</u>
c. Fuel	\$	<u>0.00</u>
d. Delivery Fee	\$	<u>0.00</u>
e. Setup Fee	\$	<u>0.00</u>
f. Tire / Battery Tax	\$	<u>0.00</u>
g. Total Cash Price		
(Amounts on line 1a thru 1f)	\$	<u>12,841.00</u>

2. DOWNPAYMENT

a. Cash Downpayment	\$	<u>0.00</u>
b. Your Trade-in allowance(s): (See Page 1)	\$	<u>500.00</u>
c. Less:		
i. Amount Owing:	\$	<u>0.00</u>
Paid To: _____		
ii. Amount Owing:	\$	<u>0.00</u>
Paid To: _____		
iii. Amount Owing:	\$	<u>0.00</u>
Paid To: _____		
d. Net Trade-in (Amounts on line b- c(i)-c(ii)-c(iii))	\$	<u>500.00</u>
e. Manufacturer's Rebate	\$	<u>0.00</u>
f. Dealer Credit	\$	<u>0.00</u>
g. Total Down Payment		
(Amounts on line 2a + 2d+ 2e + 2f)	\$	<u>500.00</u>

3. UNPAID BALANCE OF CASH PRICE

(Amount on line 1g - Amount on line 2g) \$ 12,341.00

4. ADDITIONAL AMOUNTS PAID

a. Paid to Public Officials		
i. For Filing:	\$	<u>12.00</u>
ii. For Release:	\$	<u>included in Filing Fee</u>
iii. For Titling and Registration:	\$	<u>0.00</u>
iv. _____	\$	<u>0.00</u>
b. To: _____		
For: _____	\$	<u>0.00</u>
c. To: _____		
For: _____	\$	<u>0.00</u>
d. To: _____		
For: _____	\$	<u>0.00</u>
e. To: _____		
For: _____	\$	<u>0.00</u>
f. To: Dealer		
For: Documentary Fee	\$	<u>0.00</u>
g. To: _____		
For: Optional Extended Warranty	\$	<u>0.00</u>
h. To: _____		
For: Property Insurance	\$	<u>0.00</u>
i. To: _____		
For: Credit Life Insurance	\$	<u>N/A</u>
j. Total Additional Amounts Paid		
(Amounts on line 4a(i) thru (iv) plus 4b thru 4i)	\$	<u>12.00</u>

5. AMOUNT FINANCED (Amounts on line 3 + 4j) \$ 12,353.00

A substantial portion of the amounts in 4b thru 4i may be paid to or retained by us.



KUBOTA CREDIT CORPORATION, U.S.A.

**RETAIL INSTALLMENT CONTRACT
COMMERCIAL AND AGRICULTURAL
USE ONLY**

Account Number 114547870State Governing Law IDAHO

1. PROMISE TO PAY AND PAYMENT TERMS. You promise to pay us \$ 12,353.00 plus a finance charge on the unpaid amount until paid in full. We will assess a finance charge at the rate of 0.00 % per annum (the "Contract Rate") until paid in full unless otherwise changed below. The finance charge will begin to accrue on 04/08/2024. The Contract Rate will change to N/A % per annum beginning in the N/A month of this Contract, and continue at that rate until the balance due under this Contract is paid in full. When we calculate the finance charge, every year shall have 365 days. You promise to pay a finance charge at the Contract Rate on the unpaid amount ("Principal Balance") under this Contract until it is paid in full. You promise to make payments in the number, amount(s) and at the time(s) shown in **Your Payment Schedule**. Early payments may decrease the total amount you pay; late payments may increase the total amount you pay. We will apply each payment on the date of its receipt. Unless we agree differently in writing, or the law requires otherwise, payments will be applied in the following order: (1) Accrued unpaid finance charge, (2) Principal due as of the payment date, (3) Late charges, (4) Other amounts owed to us including dishonored check charges and **Advances to Protect the Property**; (5) Outstanding Principal Balance. If on the final payment date shown in **Your Payment Schedule** you still owe amounts under this Contract, you will pay those amounts in full on the final payment due date. You will make all payments to Kubota Credit Corporation, U.S.A., PO Box 0559, Carol Stream, IL 60132-0559 or any other address to which we later tell you (in writing) to send your payments. We do not intend to charge or collect anything more than the law allows. If we charge or collect anything more than the law allows, we will apply the excess first to the unpaid scheduled monthly payments, and we will refund any excess if you have paid in full all amounts you owe under this Contract. Any amount applied to unpaid scheduled monthly payments will be treated as a partial prepayment.

2. LATE CHARGE; DISHONORED CHECK CHARGE. You agree to pay a late charge in the amount of 5% of the unpaid amount or \$15.00, whichever is greater if a payment is at least 15 days late. If a check, draft, or electronic transfer you give us for payment on your account is not paid or is dishonored by your financial institution, you will pay us a dishonored check charge of \$20.00, to the extent permitted by law and after we give you any notice required by law.

3. YOUR RIGHT TO PREPAY. You have the right to make payments at any time before they are due without penalty. Unless we agree differently in writing, or the law requires otherwise, any prepaid amounts will be applied in the order provided for regular payments in Section 1 of this Contract.

4. OUR SECURITY INTEREST. To secure payment of all sums due or which become due under this Contract, and your performance of all other terms of this Contract, you grant us a security interest in (1) the Property, and all current and future accessions, attachments, accessories, and additions, (2) your rights to refunds of premiums for and payments under, and proceeds of any insurance purchased under this Contract, (3) any substitutions or replacements of the foregoing, and (4) proceeds and products of all of the foregoing (collectively, the "Collateral"). In addition, and to the extent allowed under the laws of the state of Your Address, you also grant us a security interest in (a) any other property as to which we already have an existing security interest based on a prior transaction and (b) any property you obtain in the future that is subject to a security interest held by us (the items in clauses (a) and (b) are together referred to as the "Additional Collateral"). Our security interest in the Collateral and the Additional Collateral shall remain in effect until you have paid in full all amounts due under this Contract. You will pay any filing or recording fees necessary and sign any documents for us to get and keep in force our first priority security interest, and pay any release, discharge or termination fees, after the Contract is paid in full. You authorize us to sign and file financing statements covering the Collateral and the Additional Collateral without your signature. You authorize us to sign and file a copy of this Contract as a financing statement.

5. LOCATION OF PROPERTY. Until all amounts owed under this Contract are paid in full, you promise that the Property will be located at the address at the top of this Contract ("Your Address"). You promise not to move the Property from Your Address without our written permission.

6. REQUIRED INSURANCE. You agree to maintain insurance on the Property ("Required Insurance") at your expense until all amounts owed under this Contract are paid in full. This insurance is to be in amounts and types required by us and must be issued by a financially responsible insurance company acceptable to us. You will name our assignee, Kubota Credit Corporation, U.S.A., as a non-contributory loss payee on this insurance policy and will provide us with satisfactory proof of insurance upon request.

You have the right to purchase insurance or provide existing coverage through any insurance company or agent of your choice that is reasonably acceptable to us.

In the event of a loss to the Property, you shall give prompt notice to us and the insurance carrier. If you fail to promptly notify or make proof of loss to the insurance carrier, we may do so on your behalf. We may, if we want, use any insurance proceeds to reduce any amounts owing under this Contract. You authorize us to adjust your losses, and sign your name to any check, draft or other papers necessary to obtain such insurance payments. You authorize any insurer to pay us directly. If insurance proceeds paid to us do not pay off all amounts you owe us under this Contract in full, you are responsible for the balance.

If at any time you fail to buy or keep in force the Required Insurance, we may (but are not required to) get it for you, at your expense. You agree that any insurance we purchase may be for the protection of only our interest in the Property, may not fully protect you in the event of a loss, and may be for such reasonable period as we determine. If we decide, in our sole discretion, to obtain insurance, we will notify you of that fact. You understand that the insurance premiums may be higher if we must purchase the insurance than might be the case if you had purchased the insurance.

If you have chosen to finance the purchase of insurance on the Property under this Contract you may cancel this insurance at any time. If you cancel this insurance, you must have other insurance coverage that complies with the terms of the Contract. Upon cancellation of your original insurance, you will receive a short rate premium refund which reflects the period during which the insurance was in effect and the administrative expense in placing this insurance or such other amount as required by law. See your insurance documents for information regarding cancellation.

You agree that we or one of our affiliates may earn a fee or commission in connection with placement of any insurance sold in connection with this Contract to the extent permitted by law. You authorize us to release to third parties any information necessary to monitor the status of insurance on your Property, and to get the insurance described in this Contract.

INSURANCE FOR BODILY INJURY, LIABILITY, PROPERTY DAMAGE TO OTHERS, PUBLIC LIABILITY OR FINANCIAL RESPONSIBILITY LAWS IS NOT INCLUDED IN THIS TRANSACTION.

7. CARE OF THE PROPERTY. You agree that:

A. Use of the Property. You will keep the Property in your possession and in good condition and repair. You will use the Property only for its intended and lawful purposes.

B. No Sale. You will not sell or transfer any rights in the Property without getting our permission in writing first.

C. Taxes and Assessments. You will pay when due any taxes, fees, expenses, and assessments on or against the Property.

D. Our Right to Inspect. You will provide us reasonable access to inspect the Property. If your Property is on rented property, you authorize us and your landlord to exchange information about our security interest in your Property and past due payments on this Contract or your lease.

E. Limited Power of Attorney. You grant us and any corporate officer designated by us a limited power of attorney, which cannot be cancelled, to sign any documents reasonably necessary to register or perfect our security interest in the Collateral, or to insure, protect, sell or otherwise deal with the Collateral in the event of your default. This power of attorney may not be used for a confession of judgment. You authorize us to sign your name to any document as necessary to collect proceeds of Required Insurance due us.

8. DEFAULT. You will be in default on this Contract if: (1) you fail to make when due any payment under this Contract; (2) you do not do any thing this Contract requires of you; (3) you die, are judged incompetent or become the subject of a bankruptcy or insolvency proceeding or dissolve or otherwise terminate your existence; (4) you have supplied us with misleading, false, incomplete or incorrect information; (5) the Property in which we retain a security interest is transferred, stolen or significantly damaged, or (6) you default or become delinquent in satisfying other obligations you owe us.

9. REMEDIES. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Our remedies include but are not limited to the following:

A. Entire Balance Due Immediately. Subject to any requirements under state law we may demand that you pay us in full all amounts you owe under this Contract.

B. Advances to Protect the Property. We may, but are not required to, (1) pay taxes, insurance premiums, fees, expenses, charges or assessments relating to the Property, (2) satisfy liens on, or (3) make repairs to the Property if you have not done so as required in this Contract. Any amounts we pay may be added to the balance you owe us and will be secured by the Collateral or we may demand that you repay these amounts immediately. We will assess finance charge at the



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Contract Rate on any such amounts not repaid immediately by you to the extent permitted by law.

C. Collection Costs; Attorney's Fees. You will pay our reasonable expenses for collecting amounts you owe us, including, without limitation, court costs, reasonable attorneys' fees and all other reasonable expenses we incur, to the extent permitted by applicable law.

D. Repossession. We may repossess the Property if you are in default. You agree that we can peaceably come onto your property to do this. We can ask you to give us the Property at a reasonably convenient place. You agree to give us the Property if we ask.

Any money received from the disposition of the Property will be used to pay costs and expenses you owe and then to pay the amount you owe on the Contract. If there is money remaining, we will pay it to you. If there is not enough money from the sale to pay what you owe, you agree to pay that amount except where prohibited by law. You also agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Property as may be allowed by law. Notwithstanding the foregoing, where permitted by law, any surplus resulting from the disposition of Property may be offset against any other obligation you owe us.

E. Cancel Financed Insurance. We may cancel any insurance we financed for you, obtain a refund of unearned premiums, and apply it against amounts owing under this Contract.

F. Cumulative Remedies. By choosing any one or more of these remedies, we do not lose our right to later use one or more other remedies, except as limited by applicable law. Exercise of any one or more remedies against one or more of you will not prevent us from pursuing any other remedy or remedies against any one or more of you in the future. If we do not act on any default, we do not give up our right to later treat that type of event as a default.

10. OTHER TERMS AND CONDITIONS. If you are executing this Contract on behalf of an entity you represent that the transaction has been authorized by the entity and you have the authority to execute this Contract on behalf of the entity. If you are executing this Contract as an individual you agree: (A) that if you are married, and residing in a community property state, both your community property and separate property will be liable for all payments due under this Contract; and (B) that you waive all marital rights, homestead exemption and other exemptions relating to any property in which you granted us a security interest. In either case, you agree that to correct clerical errors, or to facilitate our sale of any interest in this Contract to an investor, or to further the intent of the transaction as contemplated, within fifteen (15) days of our request, to the extent permitted by law, you will (i) execute, or initial, and deliver to us any documents we require, and (ii) cooperate and take any actions we reasonably request.

11. OBLIGATIONS INDEPENDENT. Each of you who signs this Contract is responsible independently to pay all amounts which are due or become due under it and to keep the other promises made in this Contract.

12. WAIVER. Unless the law or this Contract provides otherwise, we are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or (3) give notice that we intend to make, or are making, this Contract immediately due.

13. CREDIT INFORMATION AND FURNISHING OF NEGATIVE INFORMATION TO CREDIT BUREAUS. We may investigate your credit history and credit capacity in connection with opening, updating, modifying, extending, and/or collecting your account, and share information about you and your account with credit bureaus or pursuant to an order, decree, subpoena or other validly issued judicial or administrative process. We also may verify your employment, income, assets, and debts; and anyone receiving a copy of this Contract is hereby authorized to release such information to us. **We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

14. LAW THAT APPLIES TO THIS CONTRACT. This Contract is governed by the applicable laws of the state of Your Address. This Contract is not subject to Article 3 of the Uniform Commercial Code and is not a negotiable instrument.

15. ARBITRATION AGREEMENT.

A. Mandatory Arbitration: Unless otherwise stated in this Contract, any "Dispute" shall, at the election of Buyer, Seller or Seller's Assignee ("the Parties"), be resolved by a neutral, binding arbitration, and not by a court of law. This procedure includes any Dispute over the interpretation, scope, or validity of this Contract, this arbitration agreement or the arbitrability of any issue, with the sole exception of the Parties' waiver of any right to bring a class action or to participate in a class action as provided for under Paragraph G, which shall be solely determined by the appropriate court, if necessary. This arbitration agreement applies to the Parties, including their respective employees or agents, as to all matters which arise out of or relate to this Contract or are in any way connected with the purchase and sale or financing of the Property, or any resulting transaction or relationship.

B. Dispute: The term "Dispute" means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related to the Contract, the sale of the Property, financing, origination, servicing, service contract, collection, reporting, or any other aspect whatsoever of the past, present, or future relationship or conduct of the Parties. The term "Dispute" includes, without limitation: claims under federal or state laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; any other past, present or future claims, counterclaims, cross-claims, third party claims, interpleaders or otherwise; and any claim relating to the interpretation, applicability, enforceability or formation of this arbitration agreement, including but not limited to, any claim that all or part of this arbitration agreement, except Paragraph G, is void, voidable or unconscionable.

C. Rules: Except as otherwise provided herein, any arbitration will be administered by the American Arbitration Association ("AAA"). The AAA rules may be obtained by mail from 120 Broadway, 21st Floor, New York, New York 10271, by telephone at 800-778-7879, or on the internet at www.adr.org. In the event the AAA is unable or unwilling to serve as arbitration administrator and the Parties cannot mutually agree upon a substitute, a substitute administrator and/or arbitrator shall be appointed in accordance with the Federal Arbitration Act, (9 U.S.C. §§1 et seq. ("FAA")). The arbitration will be conducted under the applicable AAA rules or the applicable rules of any substitute administrator that are in effect on the date the arbitration is commenced unless those rules are inconsistent with this arbitration agreement, in which case this arbitration agreement shall govern. In any arbitration, the arbitrator shall apply the law and the provisions of this arbitration agreement in deciding any Dispute. Unless the applicable rules provide otherwise, the arbitration award shall be issued without a written opinion.

D. Location of the Arbitration Hearing: The arbitration hearing shall be conducted in the federal judicial district where this Contract was executed.

E. Standards and Law: The Parties agree that the Contract and purchase of the Property involves interstate commerce and that this arbitration agreement is governed by the FAA. The arbitrator shall strictly apply applicable substantive law and applicable statutes of limitation consistent with the FAA and shall honor claims of privilege recognized at law. Judgment upon any arbitrator's award may be entered by any court having competent jurisdiction.

F. Jury Trial Waiver: The Parties hereby agree to give up their respective rights to a trial by a jury.

G. Class Action Waiver: The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with the arbitration of others. The Parties give up the right to serve as a private attorney general in any jurisdiction in which such procedure might be permitted.

H. Punitive Damage Waiver: The Parties waive any right to seek or recover punitive damages in any Dispute. No arbitrator shall have the power or authority to award punitive damages.

I. Fees and Costs: Fees and costs shall be paid and allocated in accordance with the procedures and rules of the applicable arbitration administrator.

J. Self-Help: Notwithstanding this arbitration agreement, the Parties retain the right to exercise self-help remedies and to seek provisional remedies from a court to obtain possession of the Property, pending final determination of the Dispute by the arbitrator. No Party waives the right to elect arbitration of a Dispute by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a Court.

K. Severability: If it is determined that any paragraph or provision in this arbitration agreement is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this arbitration agreement. The remainder of this arbitration agreement shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines Paragraph G to be illegal, invalid, or unenforceable, the Parties agree that such waiver shall not be severed and that this arbitration agreement shall be void in its entirety.

L. Survival of Arbitration Agreement: This arbitration agreement will survive and continue in full force and effect notwithstanding cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the Contract or any other contract or transaction between the Parties, unless otherwise agreed in writing. In addition, Buyer understands and acknowledges that the rights and responsibilities afforded to Seller under this arbitration agreement survive any assignment of the Contract by Seller and that Seller can enforce this arbitration agreement in the event a Dispute arises after the assignment



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of the Contract.

FOR ALL DISPUTES COVERED BY THIS ARBITRATION AGREEMENT, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND THEIR RIGHT TO SEEK PUNITIVE DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS ARBITRATION AGREEMENT, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY.

THE TERMS OF THIS ARBITRATION AGREEMENT AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, SEEK INDEPENDENT ADVICE AND/OR CONTACT THE AMERICAN ARBITRATION ASSOCIATION AT (800) 778-7879 BEFORE SIGNING THIS CONTRACT. BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS, STIPULATIONS AND AGREEMENTS SET FORTH ABOVE.

16. ENTIRE AGREEMENT. This Contract states the entire agreement between you and us, and may be changed only by a writing signed by you and us.

17. DOCUMENTARY FEE. Any Documentary Fee charged by the Seller is charged solely for purposes specified or otherwise allowed under the law of the state of Your Address.

18. VALIDITY. Wherever possible each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If a court decides that any part of the Contract is not valid, the rest of the Contract will be binding and effective.

19. ELECTRONIC SIGNATURE. Buyer agrees that this Agreement may be executed by electronic means including, but not limited to, a facsimile signature, an email signature, an electronic signature, or any other signature made by electronic means. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability and admissibility. The Parties further agree that should this Agreement be electronically executed by either or both the Buyer or Seller, this Agreement shall be deemed to have the same legal effect as an original signed copy of this Agreement.

WARRANTY

A. NEW PRODUCTS - EACH NEW ITEM OF PROPERTY COVERED BY THIS CONTRACT IS SOLD SUBJECT TO THE WARRANTY OF THE MANUFACTURER OR DISTRIBUTOR APPLICABLE THERETO, AND NO OTHER WARRANTY, AND YOU HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF SUCH WARRANTY. THE FOREGOING WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, YOU ENTER INTO A SERVICE CONTRACT WITH THE SELLER WHICH APPLIES TO THE PROPERTY.

B. USED PRODUCTS

- (1) UNLESS YOU HAVE RECEIVED FROM US A SEPARATE WRITTEN WARRANTY EXECUTED BY US OR, UNLESS WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, YOU ENTER INTO A SERVICE CONTRACT WITH THE SELLER WHICH APPLIES TO THE PROPERTY. EACH USED ITEM OF PROPERTY COVERED BY THIS CONTRACT IS SOLD ON AN "AS IS BASIS" WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;**
- (2) THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROPERTY IS WITH YOU; AND**
- (3) SHOULD THE PROPERTY PROVE DEFECTIVE FOLLOWING PURCHASE, YOU, AND NOT THE SELLER, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.**



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NOTICE OF ARBITRATION: THIS CONTRACT PROVIDES FOR ARBITRATION. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THE ARBITRATION PROVISION IN SECTION 15.

YOU ACKNOWLEDGE THAT YOU READ, SIGNED AND RECEIVED A COPY OF THIS RETAIL INSTALLMENT CONTRACT WITH ALL BLANKS COMPLETED.

Buyer: XAVIER CHARTER SCHOOL, INC.

DocuSigned by:
By: Gary Moon Date: 4/8/2024
1780DEB05BA54A2...
Title: CEO/CFO

Seller: BURKS TRACTOR COMPANY, INC.

By: _____ Date: 4/8/2024

Title: _____

You agree to jointly and severally guaranty payment of this Contract and all extensions, substitutions, and renewals of the Contract.
N/A N/A

By: _____ Date: _____

By: _____ Date: _____

Title: _____

Title: _____

ASSIGNMENT

This Contract is assigned to Kubota Credit Corporation, U.S.A. without recourse limited recourse full recourse negotiated recourse as those terms are defined in the Dealer Agreement executed by Dealer and Kubota Credit Corporation, U.S.A.

Dealer BURKS TRACTOR COMPANY, INC. 3140 KIMBERLY RD. TWIN FALLS ID 83317765 Date 4/8/2024

By _____ Title _____



KUBOTA CREDIT CORPORATION, U.S.A.

AGREEMENT TO PROVIDE INSURANCE

Buyer/Lessee: XAVIER CHARTER SCHOOL, INC.
 Account No: 114547870

I understand that I am required to purchase and maintain, at my expense, certain insurance coverage for the Equipment during the entire term of the Retail Installment Contract or Lease Agreement, and such insurance will include the following coverage on and off my property:

For Retail Installment Contracts:

- Standard, all-risk physical damage coverage with maximum deductible of \$1,000 naming Kubota Credit Corporation, U.S.A., P.O. Box 2046, Grapevine TX 76099, as Loss Payee.

For Lease Agreements:

- Standard, all-risk physical damage coverage with maximum deductible of \$1,000 naming Kubota Credit Corporation, U.S.A., P.O. Box 2046, Grapevine TX 76099, as Loss Payee; and
- Liability coverage in an amount of at least One Million Dollars (\$1,000,000) against the risk of personal injury and physical damage arising out of, resulting from, or because of the operation of any of the Equipment under the Lease Agreement, naming Kubota Credit Corporation, U.S.A., P.O. Box 2046, Grapevine TX 76099, as Additional Insured.

Failure to provide and maintain such insurance constitutes a default and gives Kubota Credit Corporation, U.S.A. the right to declare the entire unpaid balance immediately due and payable. Kubota Credit Corporation, U.S.A. may, but is not obligated to, purchase or otherwise provide such insurance, pursuant to the terms of the Retail Installment Contract and/or Lease.

Accordingly, I have arranged for the required insurance through the insurance company shown below.

BUYER/LESSEE:

NAME	XAVIER CHARTER SCHOOL, INC.
ADDRESS	1218 N COLLEGE RD TWIN FALLS ID 83301-5576

INSURED EQUIPMENT:

MAKE	MODEL	SERIAL NUMBER	DESCRIPTION
KUBOTA	ZG227LANC-3-60	KBGGGAK0VPGLE0576	ZERO TURN MWR W/60" PRO MOWER NC

INSURANCE PROVIDER:

COMPANY	MORETON & COMPANY	POLICY NUMBER	
AGENT	VICKI	EFFECTIVE DATE	FROM: TO:
NUMBER AND STREET	2501 EAST STATE AVENUE UNIT 200	EMAIL ADDRESS	VICKI@MORETON.COM
CITY, STATE ZIP CODE	MERIDIAN, ID 83642	TELEPHONE NUMBER	208-321-2006

DocuSigned by:
 BUYER/LESSEE SIGNATURE Gary Moon DATE 4/8/2024
1760DEB05BA54A2...
 NAME GARY MOON



KUBOTA CREDIT CORPORATION, U.S.A.
04/08/2024

XAVIER CHARTER SCHOOL, INC.
1218 N COLLEGE RD
TWIN FALLS, ID 83301-5576

Account Number: 114547870

Dear XAVIER CHARTER SCHOOL, INC.

Thank you for financing your purchase with Kubota Credit Corporation, U.S.A. (KCC).

KCC has a variety of payment options for you to choose from, and this letter is to advise you of your payment choices and to confirm your purchase. Please note the details of our payment options are available on our website at <https://www.kubotacreditusa.com>.

Our records indicate you purchased (first four shown):

MAKE	MODEL	SERIAL	DESCRIPTION
KUBOTA	ZG227LANC-3-60	KBGGGAK0VPGLE0576	ZERO TURN MWR W/60" PRO MOWER NC

You will be paying MONTHLY. Your first payment for \$ 343.14 is due on 05/08/2024.

BILLING AND GENERAL PAYMENT INFORMATION

If you are paying monthly, you will receive a coupon book* in the mail. If you are paying quarterly, semi-annual or annual, you will receive a billing statement approximately 10 days before your payment date. In the event that you do not receive your coupon book or statement in enough time, please send the coupon below with your first payment. If at any time you have questions regarding your account with KCC, please use the telephone number found on your welcome* package.

AVAILABLE PAYMENT OPTIONS

- **Direct Payment Plan** – Payments are debited from your checking account the day they are due or the next business day if the payment falls on a non-business day. To enroll in this plan you may ask your Kubota Dealer for the Direct Payment Plan Enrollment Form, or print the form from our website.
- **Pay Online*** – This plan offers registered users the ability to schedule recurring or one-time payments online, 24-hours a day, 7 days a week. The payments are scheduled on our website at your convenience.
- **Pay By Phone*** – Payments are made from your checking account by calling **1-888-GO-KUBOTA**. Pay by phone is available Monday through Friday from 7:30 AM to 7:30 PM CST (holidays excluded).

FIRST PAYMENT COUPON

Please remove the coupon and mail your payment to the Kubota Credit Corporation, U.S.A. address shown on the coupon below.

-----Cut Here and Retain Top Portion For Your Records-----

<p>KUBOTA CREDIT CORPORATION, U.S.A.</p>	
<p>MAIL WITH YOUR PAYMENT TO:</p> <p>Kubota Credit Corporation, U.S.A.</p> <p>P.O. Box 894717 Los Angeles, CA 90189-4717</p>	<p>Name: XAVIER CHARTER SCHOOL, INC. Address: 1218 N COLLEGE RD City, State, Zip: TWIN FALLS, ID 83301-5576 First Payment Date: 05/08/2024 Account Number: 114547870</p> <p>First Pmt Amount \$: 343.14 Amount Enclosed \$:</p>

*These items are available once KCC receives and processes the documentation for your account, which may take up to three weeks from your contract date.
KCCFPC Rev 9/18/2015



PART 1 - GENERAL APPLICANT INFORMATION

Legal Business Name XAVIER CHARTER SCHOOL, INC.

Business Type: Proprietorship Partnership Corporation LLC Government Trust Non-Profit

Business Contact Name ANGIE CARTER Business Phone # 208-734-3947

Fax # _____ Cell # _____ E-mail ACARTER@XAVIERCHARTER.ORG

SS#/Federal Tax ID# XXXXX9576 Org ID # _____ State Organized in ID Time in Business: Years 16 Months _____

Business Street Address 1218 N COLLEGE RD

City TWIN FALLS State ID Zip 83301-5576 County NA

Mailing Address (if different than street address) 1218 N COLLEGE RD

City TWIN FALLS State ID Zip 83301-5576 Gross Annual Income 4,000,000

PART 2 - BUSINESS INFORMATION

Principal Use of Equipment: Business Agriculture Dealer Rental Rental (non-dealer) Municipal Lease

Business Activity: Farming Sand/Gravel Excavating Plumbing/Sewer
 Rental Construction Golf Course Landscaping/Mowing
 Other/Describe: K-12 EDUCATION

PART 3 - PERSONAL INFORMATION OF GUARANTORS, PARTNERS OR PROPRIETOR

If you are a Sole-proprietor: First Name _____ Middle Initial _____ Last Name _____ Suffix _____

Date of Birth _____ Home Phone # _____ US Citizen? Yes ___ No ___

If you are applying for joint credit or have a relationship to another applicant also applying for credit, please give us the applicant name and your relationship to that applicant:

Name _____ Their Social Security # _____ Relationship to Applicant: Guarantor Partner

PART 4 - BUSINESS REFERENCES

Bank Information		Equipment Financing/Leasing Reference	
Name: <u>FIRST FEDERAL BANK</u>	Phone #: <u>208-733-4222</u>	Name:	Phone #:
Account #:	Contact: <u>ASHLEY TRIPP</u>	Account #:	Contact:
Equipment Financing/Leasing Reference		Equipment Financing/Leasing Reference	
Name:	Phone #:	Name:	Phone #:
Account #:	Contact:	Account #:	Contact:

The following authorization(s) apply to this application and apply subsequently for purposes of updating, renewing or extending credit and for reviewing or collecting any resulting credit extension. A photo-static or facsimile copy of this authorization will be valid as the original.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Financial Protection Bureau, 1700 G Street NW, Washington D.C. 20006. If this Application is denied, the undersigned have the right to a written statement of the specific reasons for the denial. **Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **New York Residents:** A consumer report may be requested in conjunction with this application. Upon your request, you will be informed whether or not a consumer report was requested and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which this application is made. **Vermont Residents:** You authorize Kubota to obtain credit reports about you now and in the future for all legitimate purposes associated with this application or the account including, but not limited to: (a) evaluating this application; and (b) renewing, reviewing, modifying, and taking collection action on the account.

This is a business transaction, not a consumer transaction. By signing below, you hereby expressly affirm that, by completing this Application in any capacity, including, without limitation, as the principal of a formal business entity, a sole proprietor or a guarantor, even if your personal creditworthiness alone is the basis for establishing eligibility for services sought by this Application, you are seeking financing to purchase equipment for commercial and/or business purposes only, and not for personal, family or household use.

(A) AUTHORIZATION TO CONTACT BY PHONE. BY SIGNING THIS APPLICATION, KUBOTA, ITS AFFILIATES, AGENTS AND INDEPENDENT CONTRACTORS ARE AUTHORIZED TO CONTACT THE UNDERSIGNED USING ANY TELEPHONE NUMBER PROVIDED TO KUBOTA OR FROM

WHICH A CALL IS PLACED TO KUBOTA, OR ANY TELEPHONE NUMBER WHERE KUBOTA BELIEVES IT MAY REACH THE UNDERSIGNED, USING ANY MEANS OF COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, CALLS OR TEXT MESSAGES TO MOBILE, CELLULAR, WIRELESS OR SIMILAR DEVICES AND CALLS OR TEXT MESSAGES USING AN AUTOMATED TELEPHONE DIALING SYSTEM AND/OR ARTIFICIAL VOICES OR PRERECORDED MESSAGES, EVEN IF CHARGES ARE INCURRED FOR RECEIVING SUCH COMMUNICATIONS. (B) AUTHORIZATION TO CONTACT BY OTHER MEANS. THE UNDERSIGNED ALSO AGREES THAT KUBOTA, ITS AFFILIATES, AGENTS AND INDEPENDENT CONTRACTORS MAY USE ANY OTHER MEDIUM, AS PERMITTED BY LAW AND INCLUDING, BUT NOT LIMITED TO, MAIL, E-MAIL AND FACSIMILE, TO CONTACT THE UNDERSIGNED. (C) RIGHTS TO OPT-OUT OR MAKE CHANGES. IT IS UNDERSTOOD THAT AGREEMENT TO SECTIONS (A) OR (B) ABOVE IS NOT A CONDITION TO OBTAINING FINANCING FROM KUBOTA. If opting out of section (A) and/or (B) is desired, or if the undersigned wants to change how Kubota contacts the undersigned, including with respect to any telephone number that Kubota might use, the undersigned may call Kubota at 1-800-624-7082 or write to Kubota at PO Box 2046, Grapevine, TX 76099.

Signing below authorizes the release of credit information to Kubota or its designee from any source including credit reporting agencies and the personal, bank, and credit references listed above: (i) to evaluate this Application; and (ii) if this Application is approved, for purposes of updating, renewing, extending, reviewing, servicing, and collecting on the account, as well as other legitimate purposes associated with the account. Kubota will, upon request, advise whether a credit report was requested and, if it was, Kubota will provide the name and address of the credit reporting agency that furnished the report.

It is understood that Kubota may report information to credit reporting agencies about the undersigned. It also is understood that late payments, missed payments, or other defaults may be reflected in the undersigned's credit report(s).

To dispute any information on a credit report that is reported by Kubota, send a written notice of dispute to the Servicing Center, PO Box 2046 Grapevine, TX 76099. Disputes sent to any other address or that are not received from a credit reporting agency will not be investigated. A dispute must include the applicable account number, the specific information disputed, the basis for the dispute and all supporting documentation or other information to be considered.

I understand that Kubota may provide the information that I provide in this Application to its affiliates and its non-affiliated third-party business partners to use for the purpose of determining my eligibility for products or services requested by completing this Application and/or for their everyday business purposes in providing services that result from this Application. Kubota's affiliates may also use this information when they are considering whether to offer financial or other products or services to the undersigned, unless the undersigned instructs Kubota not to share such information for this purpose. Kubota's non-affiliated third-party business partners, including those it uses to provide services to you resulting from this Application, may also use information obtained from this Application to market products or services to the undersigned, unless the undersigned instructs Kubota not to share such information for this purpose. Kubota hereafter will provide the undersigned with its privacy notice regarding the undersigned's ability to permit or restrict Kubota's sharing of the undersigned's information with its affiliates pursuant to applicable law. In the event the undersigned does not become, or ceases to be, a Kubota customer, Kubota may still provide the information obtained from this Application in the manner, and subject to the limitations, set forth above. However, the undersigned may contact Kubota at any time to limit such sharing pursuant to applicable law.

The undersigned otherwise agree that Kubota may release any such information if it believes it is required to comply with any governmental or legal process, whether or not such release is actually required, or when it is necessary or desirable in connection with a transaction or investigating a potential loss.

Maine Residents: If this application is approved, I understand that: (i) I must maintain physical damage insurance on the collateral securing the debt; (ii) I have the right of free choice in the selection of the agent and insurer through which the insurance is placed (including the right to choose an agent or broker not affiliated with you); and (iii) obtaining insurance from a particular agent or broker will not affect Kubota's credit decision if Kubota determines the selected insurance satisfies the terms of credit.

It is understood that this Application may be provided to Kubota or its designee.

It is agreed that this Application shall remain Kubota's property.


The undersigned acknowledge receipt of a copy of this Application.

The undersigned represents that all of the information contained in this Application is true, correct and complete.

<p>DocuSigned by: <i>Gary Moon</i></p> <p>Signature _____ Date: 4/8/2024 (Authorized Representative of Credit Applicant / Commercial Guarantor)</p> <p>Name GARY MOON _____ (Please Print)</p>	<p>Title <input checked="" type="checkbox"/> CEO <input type="checkbox"/> Pres <input type="checkbox"/> Vice Pres <input type="checkbox"/> Secretary/Treasurer CFO</p> <p><input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Gen Partner <input type="checkbox"/> Member <input type="checkbox"/> Other</p>
--	--

The undersigned individual is either a partner or personal guarantor of the credit applicant.

<p>Signature _____ Date: _____ (An Individual)</p> <p>Name _____ (Please Print)</p>	<p>Signature _____ Date: _____ (An Individual)</p> <p>Name _____ (Please Print)</p>
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	ELECTION OF PROPERTY DAMAGE INSURANCE	Account Number <u>114547870</u>
KTAC INSURANCE AGENCY		Date of Installment Contract: <u>04/08/2024</u>

I understand that I am required to maintain property damage insurance at my expense naming Kubota Credit Corporation, U.S.A. as an insured on the collateral that I am financing. Such insurance shall remain in effect until all amounts owed under my financing contract are paid in full. I understand that I may obtain such insurance through any insurance company or agent of my choice that is reasonably acceptable to Seller or Seller's Assignees.

I SHALL SHALL NOT PURCHASE property damage insurance through KTAC Insurance Agency.

If I accept insurance through KTAC Insurance Agency:

I understand that I will not have such insurance coverage until the assignment of this contract is accepted by Kubota Credit Corporation, U.S.A. If Kubota Credit Corporation, U.S.A. does not accept or is not offered such assignment, no insurance will be provided to me through KTAC Insurance Agency.

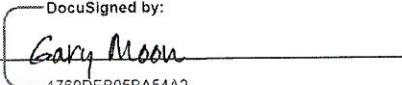
I understand my insurance through KTAC will cancel on the day my account with Kubota Credit Corporation, U.S.A. is paid in full or on the original maturity date of the retail installment contract (whichever occurs first). To continue coverage after payoff, I may purchase a new insurance policy by calling a Kubota licensed insurance agent at KTAC Insurance Agency (800)348-5802.

Please refer to the cancellation section of the coverage disclosure document for more details.

The premium I have agreed to pay is N/A.

Dated: 4/8/2024

Printed Name: XAVIER CHARTER SCHOOL, INC.

Signature: 
1760DEB05BA54A2...



KUBOTA CREDIT CORPORATION, U.S.A.

Equipment Verification Form

Customer Name: XAVIER CHARTER SCHOOL, INC.

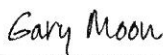
Account Number: 114547870

Dealer: BURKS TRACTOR COMPANY, INC.

The above-referenced customer and dealer do hereby certify that the equipment listed below is a complete list of all the equipment associated with this transaction and is accurately reflected on the retail installment sales contract (the "contract").

The customer and dealer also certify and represent that the listed sales price and insured value of each piece of equipment is accurate and correct.

Make and Model	Serial Number	Sales Price	Insured Value
KUBOTA ZG227LANC-3-60	KBGGGAK0VPGLE0576	12,841.00	12,841.00

DocuSigned by:

 XAVIER CHARTER SCHOOL, INC.

4/8/2024

Date

4/8/2024

Date

BURKS TRACTOR COMPANY, INC.

Date

Certificate Of Completion

Envelope Id: 7F3DC97946164E47AE620407A446FC60
 Subject: Kubota Credit Corporation Contract
 KCCApplicationId: 114547870
 DeallID: 5a226a2c-5f18-4697-8f7a-fcbef06d8a6e
 Source Envelope:
 Document Pages: 15
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Kubota Credit Corporation, U.S.A.
 1000 Kubota Drive
 Grapevine, TX 76051
 kcc_g.docusignapi@kubota.com
 IP Address: 209.66.93.80

Signatures: 6
 Initials: 0

Record Tracking

Status: Original
 4/8/2024 2:55:59 PM

Holder: Kubota Credit Corporation, U.S.A.
 kcc_g.docusignapi@kubota.com

Location: DocuSign

Signer Events

Jared Burks
 noemail@kcc-test.com
 Security Level: In Session


Signature

Timestamp

Sent: 4/8/2024 2:56:02 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Gary Moon
 gmoon@xaviercharter.org
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 1760DEB05BA54A2...

Sent: 4/8/2024 2:56:02 PM
 Viewed: 4/8/2024 3:06:07 PM
 Signed: 4/8/2024 3:07:36 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 216.83.65.170

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
 Certified Delivered Security Checked
 Signing Complete Security Checked

4/8/2024 2:56:02 PM
 4/8/2024 3:06:07 PM
 4/8/2024 3:07:36 PM

Payment Events

Status

Timestamps



Your Digital Workspace.

Effective Leaders.
Healthy Teams.
Increased Results.



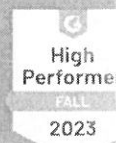
Prepared by:

Ryan Hoogerwerf
Leadr Technologies, Inc.

Prepared for:

Gary Moon
Xavier Charter School

CONFIDENTIAL - These materials are confidential and must be treated as such. You are prohibited from distributing, sharing, copying, or otherwise making use of these materials for purposes other than evaluating Leadr's products and services for use solely by your organization.






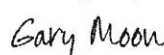
Terms of Service

Once this Order is executed by both Parties, the following terms (collectively, the "Agreement") govern your use of the Leadr Services:

- (a) this Order
- (b) the Leadr Terms of Service which can be found at [<https://www.leadr.com/terms-of-service>]

By executing this Order, Customer acknowledges having (i) accessed online and/or been provided a copy of the Leadr Terms of Service, and (ii) read and accepted the Leadr Terms of Service. Any capitalized terms in this Order that are not defined herein have the meaning indicated in the Leadr Terms of Service. The Agreement is the Parties' entire agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. In the event of any inconsistency or conflict between this Order, on the one hand, and the Leadr Terms of Service, on the other hand, this Order will take precedence and prevail.

Leadr's fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided in their Leadr Terms of Service and applicable law.

Lead Technologies, Inc.		Xavier Charter School	
Signature:		Signature:	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>1760DEB05BA54A2...</small> </div>
Name:	Brett Billman	Name:	Gary Moon
Title:	Chief Financial Officer	Title:	Head of Schools
Date:	4/8/2024	Date:	4/8/2024 1:49 PM CDT

Upon full execution of this order form, this order form shall constitute legal and binding obligations of the signing parties, enforceable against each signing party in accordance with the terms of the order form and the Leadr Terms of Service at <https://www.leadr.com/terms-of-service>.

Janitorial Services Agreement

✓ This Agreement ("agreement") is between Xavier Charter School, whose address is 1218 N College Rd W. Twin Falls, ID 83301 and Lori Sims whose address is 4322 N. 1400 E. Buhl, ID 83316, for janitorial services at Xavier School District Bus Depot on an as needed basis located at 421 Locust St. Twin Falls, ID 83301.

TERM OF AGREEMENT

This Agreement shall commence on July 1, 2024 and will expire on June 30, 2025 unless extended, in writing, by the parties or unless terminated in accordance with this Agreement.

The contractor submits invoice(s) on the last working day of the month of service. If Xavier disputes any invoice amount, it shall notify the contractor within five (5) business days. Xavier will process payments 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

Xavier has until the 10th of the following month to process payment(s). If the 10th 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 10th. Payment by Xavier and its obligations under the Agreement are conditioned upon and subject to the continued availability of state funds. Xavier shall pay the Contractor in amounts of \$50.00 per cleaning of the Bus Depot.

Contractor's Legal Name: Lori Sims

Contractor's Signature: 

Date: 8/27/2024

Head of Schools Printed Name: Gary Moran

Signature: 

Date: 8-29-24

MAGIC VALLEY ABA THERAPY LLC

P: (208) 886-0534

Contact@magicvalleyaba.com

www.magicvalleyaba.com

**AGREEMENT TO PROVIDE
BEHAVIORAL INTERVENTION SERVICES
BETWEEN
Xavier Charter School
AND
MAGIC VALLEY ABA THERAPY LLC**

THIS SCHOOL-BASED SERVICES AGREEMENT (this “**Agreement**”), is made and entered into as of September 19th, 2024 by and among Magic Valley ABA Therapy LLC., (the “**Service Provider**”) and Xavier Charter School an Idaho Corporation (the “**School**”).

WHEREAS, the SERVICE PROVIDER employs personnel who are qualified to provide behavioral intervention services (the “**Services**”), in the State of Idaho; and

WHEREAS, the SCHOOL is in need of SERVICES for eligible students; and

WHEREAS, the SERVICE PROVIDER and SCHOOL desire to enter into a service agreement whereby the SERVICE PROVIDER shall furnish the following described SERVICES upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. The SERVICE PROVIDER shall provide SERVICES to eligible students. The SERVICE PROVIDER and the Executive Director, or her designee, for the SCHOOL shall determine the schedule of days, hours, and location(s) for services performed in accordance with this Agreement.
2. The SERVICE PROVIDER shall provide SERVICES set forth in Schedule “A” attached hereto and made a part hereof.
3. The SCHOOL shall perform the administrative functions set forth in Schedule “B” attached hereto. The SCHOOL shall provide equipment and services as agreed upon by the SERVICE PROVIDER and the SCHOOL and listed in Schedule “B” attached hereto.
4. The SERVICE PROVIDER shall ensure that each employee is eligible by the State of Idaho in the performance of the services provided herein during the term of this Agreement.
5. Employees of the SERVICE PROVIDER shall not provide independent, third-party services to any students of the SCHOOL receiving services under the terms of this Agreement

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unless such therapy services have been mutually agreed to by the SCHOOL and the SERVICE PROVIDER.

6. The term of this Agreement shall commence as of October 8nd, 2024 and end at the end of the current school year.
7. SERVICES provided by the SERVICE PROVIDER for the SCHOOL shall be compensated at the rates described in Schedule "A" attached hereto. A monthly activity statement of services rendered for the prior month by the SERVICE PROVIDER shall be submitted to the SCHOOL by the t nt 5th of each month. The SCHOOL will make payments to the SERVICE PROVIDER within ten (10) calendar days from the date of receipt of the SERVICE PROVIDER's statement.
8. SERVICE PROVIDER may assign one or multiple employees for each student of the SCHOOL that SERVICE PROVIDER serves.
9. This Agreement shall be construed for all purposes under the laws of the State of Idaho and may not be changed, modified, altered, or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect.
10. Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.
11. The SERVICE PROVIDER makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder.
12. Neither the SERVICE PROVIDER nor any of its officers, directors, managers, principals, stockholders, partners, members, employees, agents, representatives and Affiliates (each a "Related Party" and, collectively, the "Related Parties") shall be liable to the SCHOOL or any of its Affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of any Services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct of such person. In no event will the SERVICE PROVIDER or any of its Related Parties be liable to the SCHOOL for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost business, even if SERVICE PROVIDER has been advised of the possibility of such damages. Under no circumstances will the liability of SERVICE PROVIDER and Related Parties exceed, in the aggregate, the fees actually paid to the SERVICE PROVIDER hereunder.
13. The SCHOOL shall indemnify and hold harmless the SERVICE PROVIDER and each of its Related Parties (each, an "Indemnified Party") from and against any and all losses, claims, actions, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable statute, law, ordinance, regulation, rule, code,

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order, constitution, treaty, common law, judgment or decree, made by any third party or otherwise, relating to or arising out of the Services or other matters referred to in or contemplated by this Agreement or the engagement of such Indemnified Party pursuant to, and the performance by such Indemnified Party, of the Services or other matters referred to or contemplated by this Agreement, and the SCHOOL will reimburse any Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatening claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. The SCHOOL will not be liable under the foregoing indemnification provision to the extent that any loss, claim, damage, liability, cost or expense is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the willful misconduct of such Indemnified Party. The reimbursement and indemnity obligations of the SCHOOL, under this Section shall be in addition to any liability which the SCHOOL may otherwise have, shall extend upon the same terms and conditions to any Affiliate of the SERVICE PROVIDER and any Related Party or controlling persons (if any), as the case may be, of the SERVICE PROVIDER and any such Affiliate and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the SCHOOL, the SERVICE PROVIDER, any such Affiliate and any such Related Party or other person. The provisions of this Section shall survive the termination of this Agreement.

14. The failure of either party to object to or take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof shall not be construed as a waiver thereof, or any future breach or subsequent misconduct.
15. The SERVICE PROVIDER shall comply with all medical and ethical requirements of applicable regulatory agencies.
16. If requested by the SCHOOL, the SERVICE PROVIDER shall provide the SCHOOL with copies of certifications or documents showing the qualifications of employees assigned under this Agreement that are required to provide behavioral intervention services.
17. The SERVICE PROVIDER may provide documentation required by the SCHOOL relating to Medicaid reimbursement for services provided by the SERVICE PROVIDER under the terms of this Agreement if applicable, but makes no representations or warranties as to whether Medicaid will reimburse the SCHOOL for the SERVICES.
18. The SCHOOL shall not assign or transfer any interest in this Agreement without the written consent of the SERVICE PROVIDER.
19. The Administrator or Director of the SERVICE PROVIDER and the Executive Director of the SCHOOL, or their respective designees, shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement.

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20. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
21. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. The SERVICE PROVIDER shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be deemed or construed to enlarge the fiduciary duties and responsibilities, if any, of the SERVICE PROVIDER or any of its Related Parties.
22. Nothing herein shall in any way preclude the SERVICE PROVIDER or its Affiliates or their respective Related Parties from engaging in any business activities or from performing services for its or their own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by the SCHOOL and any of its Affiliates.
23. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section.

1218 N College Rd W, Twin Falls, ID 83301

If to the
SCHOOL:

gmoon@xaviercharter.org

If to the

SERVICE PROVIDER:

152 East Main Street Suite 7 Jerome, ID 83338
christa@magicvalleyaba.com

24. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all

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prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

25. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
26. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

MAGIC VALLEYABA THERAPY LLC

P: (208) 886-0534

Contact@magicvalleyaba.com

www.magicvalleyaba.com

SCHEDULE "A"

SERVICES PROVIDED BY SERVICE PROVIDER:

1. Behavioral intervention services
2. Behavior consultation services
3. Participation in IEP's as necessary
4. Meetings and consultation with parents related to student progress
5. Professional development activities as agreed upon by the SERVICE PROVIDER and the SCHOOL
6. Other services may be provided if mutually agreed upon by the SERVICE PROVIDER and the SCHOOL, for which rates will be determined separately **NON-REIMBURSABLE**

ACTIVITIES:

1. Sick days
2. School Holidays
3. Vacation days

RATES:

Compensation rates for services provided by the SERVICE PROVIDER will vary by qualification of the assigned employee(s), and will be as follows:

- Behavioral Intervention, Individual–Intervention Paraprofessional (HM modifier-level staff): \$29.04 per Hour
- Behavioral Intervention, Individual–Intervention Technician (HA modifier-level staff): \$45.16 per Hour
- Behavioral Intervention, Individual–Intervention Specialist (HN modifier-level staff): \$51.64 per Hour
- Behavioral Intervention, Individual–Intervention Professional (HO modifier-level staff): \$71.20 per Hour
- Behavioral Intervention, Individual–EBM Intervention Paraprofessional (no modifier-level staff): \$47.84 per Hour
- Behavioral Intervention, Individual–EBM Intervention Specialist (TF modifier-level staff): \$61.76 per Hour
- Behavioral Intervention, Individual–EBM Intervention Professional (TG modifier-level staff): \$82.36 per Hour
- Interdisciplinary Training: \$51.64 per Hour
- Behavioral Consultation–Intervention Professional (HO modifier-level staff): \$71.20 per Hour
- Behavioral Consultation–EBM Intervention Professional (TG modifier-level staff): \$82.36 per Hour
- Participation in IEPs, Meetings/Consultations with parents related to student progress/ Professional development activities–Hourly rates shall match one of the above, based on the qualification level of the assigned employee(s)

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Contact@magicvalleyaba.com

- If Idaho Medicaid reimbursement rates increase, reimbursement rate will be matched to updated rates for services based on qualification types.

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SCHEDULE "B"

The SCHOOL will provide the SERVICE PROVIDER with the following:

1. ENVIRONMENT:

- Adequate classroom space to conduct behavior assistance
- Utilities (lights, water, A/C)
- Housekeeping
- Games, toys, and activities present in the school setting

ADMINISTRATION:


- Coordination of overall program
- Communication with school district staff as appropriate

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

"School"

Xavier Charter School

BY: 
NAME: Gary Micon
TITLE: Head of School's

"Service Provider"

Magic Valley ABA Therapy LLC

BY: 
NAME: Christa Lewis
TITLE: Owner



XAVIER CHARTER SCHOOL - Renewal 1GB Contract (3yr)

Xavier Charter School

1218 North College Road West
Twin Falls, ID 83301
United States

Reference: 20241125-111618282

Contract created: November 25, 2024

Contract created by: Brogan

bthoren@pmt.coop

Jeremy Bennett

jbennett@xaviercharter.org
(208) 734-3947

Comments from Brogan

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Products & Services

Item & Description	Quantity	Unit Price	Total
1GB X 1GB Internet 1GB X 1GB Internet	1	\$660.95 / month	\$660.95 / month for 3 years
Fiber Equipment Fiber Equipment	1	\$8.00 / month	\$8.00 / month for 3 years
8 Static IP's 8 Static IP's, 5 usable	1	\$75.00 / month	\$75.00 / month for 3 years
		Monthly subtotal	\$743.95
		Total	\$743.95

Purchase terms

THIS CONTRACT is entered into between **Xavier Charter School**, herein termed the "SUBSCRIBER" and the PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC. herein termed the "COMPANY" as of **July 1, 2025**. The SUBSCRIBER and the COMPANY agree as follows:

1. That the COMPANY shall provide **all Products and Services listed above** in the place of business of the SUBSCRIBER at the following address: **1218 North College Road West, Twin Falls.**

2. The SUBSCRIBER will pay for services to the COMPANY in the sum of **\$743.95** per month (plus applicable taxes and surcharges), due and payable on or before the 10th day of each month in advance.

3. This Service Contract shall be effective upon the date hereof and shall continue in full force and effect until canceled by either the COMPANY or the SUBSCRIBER pursuant to the provisions hereof. The minimum term of this contract shall be **36** months. Notice of cancellation by either party shall be made in writing not less than thirty (30) days prior to the effective date of such termination. This contract has an option for renewal for two (2) one (1) year extensions. The SUBSCRIBER agrees that if and in the event shall cause the termination of this Agreement prior to **June 30, 2028** the COMPANY shall be entitled to an early termination fee at **minimum of 75% of terminated services** per month of the time remaining in the contract.

4. It is further agreed that the said SUBSCRIBER will abide by all of the rules and regulations of the Federal Communications Commission as are promulgated by said regulatory body, and that he will abide by all of the rules and regulations and by-laws of the PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC.

5. The SUBSCRIBER and COMPANY agree that neither party shall be liable to the other for lost profit, incidental or consequential damages resulting from a breach of this Contract, and that the COMPANY'S liability hereunder shall be limited by amounts payable by the SUBSCRIBER hereunder for service of such equipment.

6. Changes to the Services will be charged additional fees that may add to the overall price of the Service and/or can be handled on a one time price basis upon the discretion of the COMPANY.

=====

Emergency Services (911, E-911). PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THIS SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE VOICE SERVICE WITH REGARD TO 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E-911 CALLS.

(A) In particular, please note that Customer will not be able to place traditional wireline 911 or E-911 calls with the Voice Service:

- In the event of a power outage, or backup power failure;
- In the event of a loss of connectivity to the network or failure of network equipment;
- In the event of network congestion or overutilization of the network;
- In the event Customer uses a phone at a location other than the established fixed, primary location as determined by PMTs' service records (commonly known as "nomadic" use).

Customer acknowledges that PMT has advised that the Voice Service does not support traditional wireline 911 or E-911 in these instances. Customer agrees to advise all individuals of this limitation who may have occasion to place calls using the Voice

Service.

You should also be aware that:

- 911 calls may not connect to the 911 call center serving your current location or may improperly ring to the administrative line of the 911 call center, which may not be staffed after hours or by trained 911 operators.
- 911 calls may correctly connect to the 911 call center but not automatically transmit the caller's phone number and/or location information.

(B) PMT offers 911 Services subject to the limitations herein. The 911 Services are the static implementation of PMTs' E911 Direct portfolio of services. Customer shall ensure that DID/DOD's are not used in a location different then the primary address as submitted on the Customer Service Order. It is the Customer's responsibility to notify PMT of changes in end user location by submitting a new Customer Service Order to PMT to update service records. If the Customer's registered physical location changes the Customer must contact PMT immediately by calling 1-208-434-1847.

*911/E-911 calling is not supported when the Voice Service is utilized at any location other than the user's fixed, primary service location.

Signature

Before you sign this contract, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

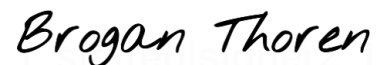
Jeremy Bennett

jbennett@xaviercharter.org



Brogan Thoren

bthoren@pmt.coop



If you have any questions, please let me know.



Account Executive

bthoren@pmt.coop

PMT

507 G St

Rupert, ID 83350

Title	XAVIER CHARTER SCHOOL - Renewal 1GB Contract (3yr)
File name	redir
Document ID	9b9cecb3d6e8e44fbc2308acbb1159a5a81af610
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

Document History



SENT

01 / 29 / 2025

19:36:00 UTC

Sent for signature to Jeremy Bennett (jbennett@xaviercharter.org) and Brogan Thoren (bthoren@pmt.coop) from esign@hubspot.com
IP: 54.174.52.21



VIEWED

01 / 29 / 2025

19:36:08 UTC

Viewed by Jeremy Bennett (jbennett@xaviercharter.org)
IP: 216.83.65.170



SIGNED

01 / 29 / 2025

19:37:26 UTC

Signed by Jeremy Bennett (jbennett@xaviercharter.org)
IP: 216.83.65.170



VIEWED

01 / 29 / 2025

20:38:50 UTC

Viewed by Brogan Thoren (bthoren@pmt.coop)
IP: 72.22.224.50



SIGNED

01 / 29 / 2025

20:39:05 UTC

Signed by Brogan Thoren (bthoren@pmt.coop)
IP: 72.22.224.50



COMPLETED

01 / 29 / 2025

20:39:05 UTC

The document has been completed.



PREMIER TRUCK GROUP

Credit Department Correspondence – 4200 Port Blvd, Dallas TX 75241-7637
Fax: 405-948-0820
ptg-credit@premiertruck.com



A. APPLICANT

Contract Maintenance, General Parts and Maintenance Repairs, Commercial Credit Application and Agreement

Legal Business Name: Xavier Charter School

(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street Address: 1218 N College Rd W County: Twin falls City: Twin falls State: Id Zip: 83301

Mailing Address: same as above City: _____ State: _____ Zip: _____

Phone: 208-734-3947 Fax: _____

Ship to Address: 1218 N College rd W County: Twin Falls City: Twin Falls State: Id Zip: 83301

Estimated Annual Sales: \$ _____ Accounts Payable Email Address: acarter@xaviercharter.org/ seccles@xaviercharter.org

Amount of Credit Requested: \$ 15000 Type of Business: school

DNB DUNS# _____ No. of Employees: 70 plus

Federal ID# 20-5009576 How Long in Business: 15 yrs

State of Incorporation _____ Purchase Order Required: Yes No

USDOT# _____ Prior Employment (if less than 1 yr): _____

MC/MX # _____ Former Business Name: _____

Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy) # 20-5009576

B. BUSINESS INFORMATION

- Sole Proprietorship State of Incorporation/Organization: _____
 - Partnership Owner: _____ SS# _____
 - Limited Partnership Partner: _____ SS# _____
 - Corporation General Partner: _____ SS# _____
 - Limited Liability Company President: _____ SS# _____
 - Other Vice President: _____ SS# _____
- Secretary: _____ SS# _____
Manager: _____ SS# _____

C. BANK INFORMATION

Bank First Federal Branch _____ Phone _____

Officer Contact Ashley Tripp Acct No. _____ Type of Acct. (Choose Type) Choose One:

Acct No. _____ Type of Acct. (Choose Type) Choose One:

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit
Sign Name [Signature] Print Name Gary Moon Date 9-10-24

D. TRADE REFERENCES (Requires 4 references you have a charge account with for Parts & Service)

Trade Reference Name	City/State	Telephone	Fax	Contact Name	Email Address
¹ <u>Harvey's Office plus</u>	<u>Twin Falls</u>	<u>208-734-9560</u>			
² <u>Christensen Fuel</u>	<u>Twin Falls, Id</u>	<u>208-733-7033</u>			
³ <u>Electric One</u>	<u>Twin Falls, Id</u>	<u>208-735-9578</u>			
⁴ _____					

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Premier Truck Group to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

NOTE: Please attach copy of your most recent financial statement.

Make of Trucks/Trailers Owned _____
Where Purchased _____

Premier Truck Group

Contract Maintenance, General Parts and Maintenance Commercial Credit Application & Agreement Pg 2 of 2

CREDIT POLICY: Credit purchases will be limited to contract maintenance, general parts and maintenance repairs. Statements are rendered as of the last day of the month. C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: Contract maintenance invoices are due IN FULL Net 10 days. General parts and maintenance repair invoices are due IN FULL Net 10th/Month following purchase. Interest at the rate of one and one half percent (1.5% per month) or the highest legal rate, whichever is greater, may be assessed on delinquent invoices. All amounts due for purchases from Premier Truck Group are payable at PO Box 840827 Dallas TX 75284-0827.

ACCORD AND SATISFACTION: Applicant agrees to pay according to terms and conditions stated herein and on contract maintenance, general parts and maintenance repair, invoices and statements issued by Premier Truck Group. Applicant agrees to notify Premier Truck Group in writing specifying the reason for any dispute within 10 days of receipt of an invoice or statement. Failure to notify Premier Truck Group of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

GOVERNING LAW/VENUE: This agreement is entered into in the State of Texas and is governed by the laws of the State of Texas without regard to its conflicts of laws principles. The exclusive venue for the resolution of disputes related to this Agreement and any related agreement shall be the state or federal courts located in or nearest to Dallas, Texas.

CHANGE OF OWNERSHIP: I/We understand that we must notify Premier Truck Group in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

MISCELLANEOUS: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed, and hereby waives all rights to claim exceptions under all state laws. The undersigned agrees to pay for all purchases according to the terms of Premier Truck Group. No terms or conditions of purchase orders different from the terms of Premier Truck Group will become any part of any sales agreement, purchase order or document unless specifically approved in writing by an authorized officer of Premier Truck Group.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

Firm Name: Xavier Charter School
Sign Name: Gary Moon Date 9-10-24
Print Name: Gary Moon Title Head of School's

PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Premier Truck Group, the undersigned, individually, jointly and severally, unconditionally guarantee(s) to Premier Truck Group the full and prompt payment by _____, of all obligations which debtor presently or hereafter may have to Premier Truck Group and payment when due of all sums presently or hereafter owing by debtor to Premier Truck Group. Guarantor agrees to indemnify Premier Truck Group against any losses and expenses Premier Truck Group may incur as a result of any failure of debtor to perform, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this Guaranty against Guarantor. This shall be a continuing Guaranty. Diligence, demand, protest or notice of any kind is waived. This Guaranty shall remain in full force until Guarantor delivers to Premier Truck Group written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantors obligations hereunder with respect to indebtedness previously incurred.

The undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal Guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Premier Truck Group, in the credit evaluation process.

Sign Name _____	Print Name _____	Date _____
Sign Name _____	Print Name _____	Date _____
Witness _____		

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or the owner of a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Sign Name _____	Print Name _____	Date _____
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The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.



Kenworth Sales Truck Enterprises

TRADE ACCOUNT APPLICATION

BUSINESS / CUSTOMER INFORMATION

BUSINESS NAME Xavier Charter School CONTACT NAME Kathleen Chuculate
 MAILING ADDRESS 1218 N College rd W ADDRESS (if different) _____
 CITY, STATE & ZIP Twin Falls, id 83301 CITY, STATE & ZIP _____
 STATE WHERE REGISTERED Idaho AP CONTACT Angie Carter
 BUSINESS PHONE 208-734-3947 AP PHONE 208-734-3947
 CELL PHONE 503-508-0165 AP EMAIL acarter@xaviercharter.org
 BANK NAME First Federal BANK ACCOUNT # _____
 CREDIT AMOUNT REQUESTED \$15,000 PURCHASE ORDER REQUIRED (Yes) / (No)
 WEBSITE _____ INVOICES / STATEMENTS (US Mail / Email)
 FORM OF BUSINESS TAX EXEMPT (YES) / (NO)
 (i.e. Proprietor / Corporation / Partnership / Other) (If YES, please provide Tax Exemption Certificate)
501(c)(3) School TAX EXEMPT # 20-5009576

OWNERS / OFFICERS

NAME/TITLE _____	NAME/TITLE _____
ADDRESS _____	ADDRESS _____
CITY, STATE & ZIP _____	CITY, STATE & ZIP _____
PHONE # _____	PHONE # _____
EMAIL _____	EMAIL _____

TRADE REFERENCES

BUSINESS NAME <u>Christensen Fuel</u>	CONTACT NAME _____
ADDRESS <u>220 Eastland Dr S</u>	CITY, STATE, ZIP <u>Twin Falls, id 83301</u>
BUSINESS PHONE <u>208-733-7033</u>	EMAIL _____
BUSINESS NAME <u>Electric One</u>	CONTACT NAME _____
ADDRESS <u>268 Victory Ave</u>	CITY, STATE, ZIP <u>Twin Falls, id 83301</u>
BUSINESS PHONE <u>208-735-9578</u>	EMAIL <u>office@e1west.com</u>
BUSINESS NAME <u>Harvey's Office Plus</u>	CONTACT NAME _____
ADDRESS <u>1860 Kimberly rd</u>	CITY, STATE, ZIP <u>Twin Falls, id 83301</u>
BUSINESS PHONE <u>208-734-9560</u>	EMAIL _____

ACCOUNT AGREEMENT

The undersigned applicant ("Applicant") requests Kenworth Sales Company, Inc., and/or Truck Enterprises Inc. (Collectively known as "Kenworth") extend Applicant commercial trade credit on an open account basis, and agrees to pay all obligations to Kenworth and its divisions as incurred under the terms of this Agreement. Applicant's signature below and use of the Account created hereby constitutes acceptance of the following terms:

1. If credit is granted by Kenworth, Applicant shall use such credit for commercial purposes only. Nothing herein shall require the extension of credit. Kenworth may withdraw credit privileges at any time, for any reason, at its own discretion.
2. Any credit extended by Kenworth or its divisions to Applicant hereunder or otherwise are related and governed by these terms. Applicant's default under these terms, or terms and conditions related to any other credit extended by Kenworth to Applicant, will constitute immediate default on all Applicant's obligations to Kenworth.
3. All amounts charged under this agreement must be paid by the 10th of the month following purchase. Applicant agrees to pay service charge of 1 3/4% per month (21 %per annum) on all past due balances, with a minimum charge of \$15.00. Applicant consents to the assignment of collection rights against any account created hereby to Kenworth designated agents or assigns.
4. Payment shall be made to the address designated on Invoices and Statements. Any dishonored payments may be re-presented electronically and will be subject to fees allowed by state law and may be collected by Kenworth, its agent or assigns.
5. If credit is withdrawn, account balances and related obligations become due immediately. If collection is made by suit or otherwise, Applicant agrees to pay all collection costs, including reasonable attorney's fees, and hereby waives all claims or rights to claim exemptions under applicable state laws. For Kenworth Sales Company, Inc. transactions, this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue shall lie in Salt Lake County, State of Utah. For Truck Enterprises Inc. transactions, this Agreement shall be governed by the laws of the State of Virginia. Jurisdiction and venue shall lie in Rockingham County, State of Virginia.
6. Applicant warrants the information provided herein to be true and accurate, and authorizes Kenworth to verify Applicant's identity and credit information with other Creditors. Applicant will provide immediate notice in writing to Kenworth if any changes occur in this information. Kenworth may share, and obtain copies of Applicant's credit information on file, with third parties including credit reporting agencies. Applicant authorizes Kenworth or its agents to contact Applicant by email, cell phone, U.S. Postal Service, or any other medium not listed or hereafter obtained regarding any amounts owed to Kenworth. These authorizations will continue until Applicant withdraws such authorizations in written notice to Kenworth and all amounts owed Kenworth hereunder are paid in full.
7. Returns and exchanges may be made within 15 days of purchase only. Warranty claims must be submitted within 30 days of discovery of defect. Charge backs of any other nature will disallowed 90 days after the original invoice date. Refunds or other monies due customer will be applied first to Applicant's past due account balance, if any, and any credit remaining may be released to Applicant.
8. Any change in terms of this Agreement must be mutually agreed to by both parties in a signed writing. This Agreement supersedes all preceding Credit Account Agreements between the parties.

Signator represents (s)he is authorized by Applicant to execute this document. In the event signator is not authorized to execute this document on behalf of Applicant, or in the alternative -- personally guarantees payment of all Applicant's liabilities incurred hereunder.

Applicant Business Name: Xavier Charter School

Signator Name & Title: Gary Mann Head of Svcs EIN/SSN: _____

Signature:  Date: 9-10-24

Signator Name & Title: _____ EIN/SSN: _____

Signature: _____ Date: _____



**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: primarytherapy2@vahoo.com

Physical Therapists: Jan Yingst, MPT, PCS; Teresa Prine, MSPT;
Jackie Dux, DPT; Trish Howard, DPT;
Crystal Guerrero-Vega, PTA; David Fowers, PTA;
Amanda Jackson, PTA; Sarah Friend, DPT

Occupational Therapists: Mandy Lee, OTR/L; Terry Darrington, OTR/L;
Trevor Warner, OTR/L; Jessica Martin, COTA;
Kristen Magalogo, OTR/L

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

THIS AGREEMENT, entered into this date, May 15, 2024 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, 2024 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 Physical Therapy and Occupational 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 \$72.00 per hour for PT and \$88.00 per hour for OT students. Services for screens requested by staff, staff education, and routine consultation with staff will be billed \$72.00 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.
8. **Lost Wages:** Xavier Charter School will be responsible for communication with the Service Provider on days in which school is closed due to unforeseen circumstances. In the event that the Service Provider is not notified prior to arrival on campus, Xavier Charter School will agree to pay the set amount of ½ the hourly billing rate of \$36/hour for hours that therapist would have been at school.

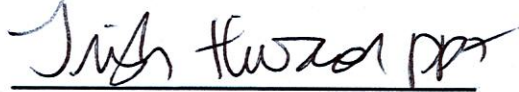
For the School:


Signature

Head of Schools
Title or Position

N/A 6-30-24
Board Representative Date

Service Provider:


Primary Therapy Source, LLC
Signature of managing partner

SERVICE PROVIDER AGREEMENT

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

TERMS OF AGREEMENT

The period of this Agreement will commence on Sept 3, 2024, and remain in effect until Sept 3, 2025.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, Progressive Behavior Systems 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)

RECORD KEEPING

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

CONFIDENTIALITY

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

REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT

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

SERVICE DELIVERY: TIME AND PLACE

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

COORDINATION OF SERVICES

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

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

PREAUTHORIZATIONS OF SERVICES

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

COMPENSATION/BILLING

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

Service	Rate
Behavioral Intervention (BI-professional)	\$14.00 per billable unit (15 minutes)
Behavioral Intervention (BI-specialist)	\$12.30 per billable unit (15 minutes)

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

TERMINATION

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

DEFAULT

Upon default by either party, the no 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 no defaulting party as result of procuring substitute performance, legal fees and other losses due to the default.

AMENDMENT

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

NON-DISCRIMINATION

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

INSURANCE AND LIABILITY

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

GOVERNANCE

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

NON-WAIVER BREACH

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

ASSIGNMENT

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

COMPLETE STATEMENT OF TERMS

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

Signed



Xavier Charter School Representative

Dated

7-7-24

Signed



Progressive Behavior Systems Representative

Dated

7/7/24



March 5, 2024

Governing Board and Management

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

RE: *FY24 & FY25 Independent Audits*

We are pleased to confirm our understanding of the services we are to provide Xavier Charter School (the School) for the years ended June 30, 2024 and 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the School as of and for the year ended years ended June 30, 2024 and 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), to supplement the School's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. As part of our engagement, we will apply certain limited procedures to the School's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. If supplementary information other than RSI accompanies the basic financial statements, we will subject it to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements. Provisions described in this engagement letter relating to a Single Audit, the Uniform Guidance, or the schedule of expenditures of federal awards only apply when the School is subject to a Single Audit.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of any supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in

the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning. According to GAAS, significant risks include management override of controls. In addition, significant risks include cash misstatement which could occur should funds not being deposited or disbursed properly, revenue/receivable misstatement which could occur should revenue/receivables not be recorded/allocated properly, and disclosure misstatement which could occur should disclosures be incomplete or not match financial statement information. Accordingly, we consider these significant risks. Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the School's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the School's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan and make them ready for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Reporting

We will issue written reports upon completion of our audit of the School's financial statements and our Single Audit. Our reports will be addressed to the governing board of the School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Engagement Administration, Price, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (when applicable) that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

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

The audit documentation for this engagement is the property of Quest CPAs PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Legislative Services Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Quest CPAs PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

We expect to begin our audit in May for planning purposes and to issue our reports no later than September 30th. Kurt Folke, Dan Coleman, or Tim Hoyt will be the engagement partner and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We agree that our prices for these services plus any out-of-pocket costs will not exceed:

<u>Service</u>	<u>Description</u>	<u>FY24</u>	<u>FY25</u>
Financial Audit	<i>Financial audit required by Idaho Code.</i>	\$8,800	\$9,250
Form 990 Prep	<i>Preparation of Form 990 which is required by IRS to maintain tax-exempt status.</i>	\$1,050	\$1,100
Additional Services	<i>Additional services - <u>only</u> if needed - see Appendix A.</i>		

Our invoices will be rendered each month as work progresses and are payable on presentation. The above prices are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new price estimate before we incur the additional costs.

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

Very truly yours,

Quest CPAs PLLC

RESPONSE:

This letter correctly sets forth the understanding of the School.

Management signature: 

Title: Head of Schools Date: 4-18-24

Governance signature*: _____

Title: _____ Date: _____

**If the governing body has delegated this authorization to management, the governance signature is not required.*

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available if needed.

<u>Service</u>	<u>Description</u>	<u>FY24</u>	<u>FY25</u>
Single Audit	<i>Additional compliance audit needed if the School spends over \$750K in federal funds</i>	\$2,300	\$2,400
<p>Bond, loan, material (i.e. bus lease and larger) long-term (-> 1 year) lease <u>issuances</u>, <u>refinances</u>, or <u>refundings</u> and related accounting, financial reporting, and auditing (AFRA). Price is only charged during the initial year of the bond, loan, and long-term lease issuance, refinance, or refunding.</p>			
AFRA for new bond, loan, & long-term lease <u>issuances</u>	<i>For new bond, loan, and long-term lease <u>issuances</u>, providing assistance with proper accounting (i.e. appropriate journal entries, using correct funds), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.</i>	\$950	\$950
AFRA for bond, loan & lease <u>refinances</u>	<i>For bond, loan, and long-term lease <u>refinances</u>, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.</i>	\$950	\$950
AFRA for bond <u>advance refundings</u> - (these are the most common and complex refundings)	<i>For bond <u>advance refundings</u>, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.</i>	\$1,750	\$1,750
AFRA for bond <u>current refundings</u> - (these are the less common and simpler refundings)	<i>For bond <u>current refundings</u>, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.</i>	\$950	\$950

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available if needed.

<u>Service</u>	<u>Description</u>	<u>FY24</u>	<u>FY25</u>
AFRA for GASB 75 OPEB (<u>only</u> if school implements this GASB)	For <u>GASB 75 OPEB</u> , providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures and RSI), and auditing.	\$1,750	\$1,750
MD&A document (<u>only</u> if school includes this document)	For <u>MD&A</u> (management's discussion and analysis document), providing assistance with proper document format/required elements and performing required procedures.	\$1,000	\$1,000
Bond ratios (<u>only</u> if school includes these in financial statement note disclosures)	For <u>Bond ratios</u> (that school includes in the financial statement note disclosures), providing assistance with proper format/computation, note disclosure, and auditing.	\$750	\$800

The following additional services, if needed, are billed at our standard hourly rate of \$150 / hour. Email/phone questions from clients are still very welcome and free of charge.

Assistance with preparing yearend accrual entries	Assistance with preparing yearend accrual entries to ensure books are recorded in accordance with generally accepted accounting principles. <u>Note</u> : Minor adjustments (up to 5) are provided free and instructions on how to prepare accrual adjustments (so business managers can do this themselves) is provided free.	Billed at standard hourly rates	Billed at standard hourly rates
Written responses for technical inquiries regarding GASBs or consent disclosures for bond issuances to third parties (i.e. S&P, bond underwriters)	Written responses for technical inquiries regarding GASBs (i.e. 68/75) to third parties (S&P) or consent disclosures for bond issuances for third parties (underwriters) all require documentation and procedures on part of the auditor.	Billed at standard hourly rates	Billed at standard hourly rates



RENEWAL ORDER FORM

P.O. Box 1077
San Ramon, CA 94583
United States

Quote Number: Q-142295
Valid Until: 5/25/2024

Customer Information:

SOLD TO:

Customer Name Xavier Charter School
Contact Name Gary Moon
Address 1218 N College Road W
Twin Falls, ID 83301
United States
Email gmoon@xaviercharter.org
Phone +12085391845

BILL TO:

Contact Name Gary Moon
Address 1218 N College Road W
Twin Falls, ID 83301
United States
Email gmoon@xaviercharter.org
Phone +12085391845

Renewal Order Form Summary:

Renewal Start Date	8/13/2024	Renewed Contract #	00022043
Renewal End Date	8/12/2025	Payment Terms	Net 30
Auto Renew	Yes	Currency	USD

Product	Quantity	Unit Amount*	Line Item Amount
Remind Base Plan	700	\$4.83	\$3,381.00
Premium Feature: Grade Level Messaging	700	\$0.00	\$0.00
Renewal Term Charge:			\$3,381.00

*The Unit Amount shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Unit Amount displayed above, and are the true and binding totals for this order

Terms and Conditions:

- PARTIES:** This Order Form (the "Order Form") is entered into by and between Remind101, Inc. ("**Remind**") and Xavier Charter School (the "**School**" or "**Customer**") as of the School's date of signature below (the "**Order Form Effective Date**").
- AGREEMENT:** This Order Form hereby includes, incorporates and shall be governed by the terms and conditions of the Remind School Plan Standard Agreement located at <https://www.remind.com/school-agreement> (together with the Order Form, the "**Agreement**"). Unless otherwise stated in this Order Form, all terms defined in the Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.

- 3 **SERVICES, FEES & PAYMENT:** Unless noted otherwise above, Customer will be invoiced at the start of the service period for the Initial Term Charge, plus any additional applicable taxes.
- 4 **AUTO-RENEWAL:** This Order Form shall remain in full force and effect from the Order Form Effective Date through the Renewal End Date. This Order Form will thereafter automatically renew for additional **12-month** terms (each, a '**Renewal Term**' and collectively with the Initial Services Term, the 'Order Form Term'), unless: (i) either party gives the other party written notice of its intent not to renew this Order Form at least **60 days** prior to the end of the then-current term, (ii) this Order Form is specifically superseded by a new Order Form; or (iii) Remind and the School agree in writing to subsequent Services Terms that are longer in duration than 12 months. Unless specified otherwise above in the Order Form Summary, for the next Services Term, each Product shall renew at a Price that is **10.0%** above the Unit Price in effect immediately prior to the start of such subsequent Services Term. Additionally, upon renewal, Customer will be invoiced at the start of the renewed Service Term.

Other Notes:

Schools Included:

Additional Terms:



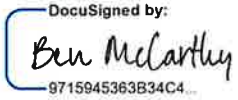
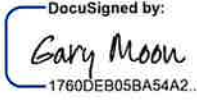
RENEWAL ORDER FORM

P.O. Box 1077
San Ramon, CA 94583
United States

Quote Number: Q-142295
Valid Until: 5/25/2024

Remind101, Inc.

Xavier Charter School

Signature:  9715945363B34C4...	Signature:  1760DEB05BA54A2...
Name: Ben McCarthy	Name: Gary Moon
Title: VP, Accounting	Title: Head of Schools
Date: 5/31/2024 4:27:32 PM PDT	Date: 5/31/2024 10:20:19 AM PDT



IN WITNESS WHEREOF, by signature below of duly authorized representatives, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

Amendment No. 001 to
Schedule No. 051 dated December 9, 2024
to Master Lease Agreement No. 411 dated December 9, 2024 by and between
Xavier Charter Schools, Inc.
and
TEQlease, Inc. as Lessor

The terms and conditions of Schedule No. 411-051 are hereby modified and amended as follows:

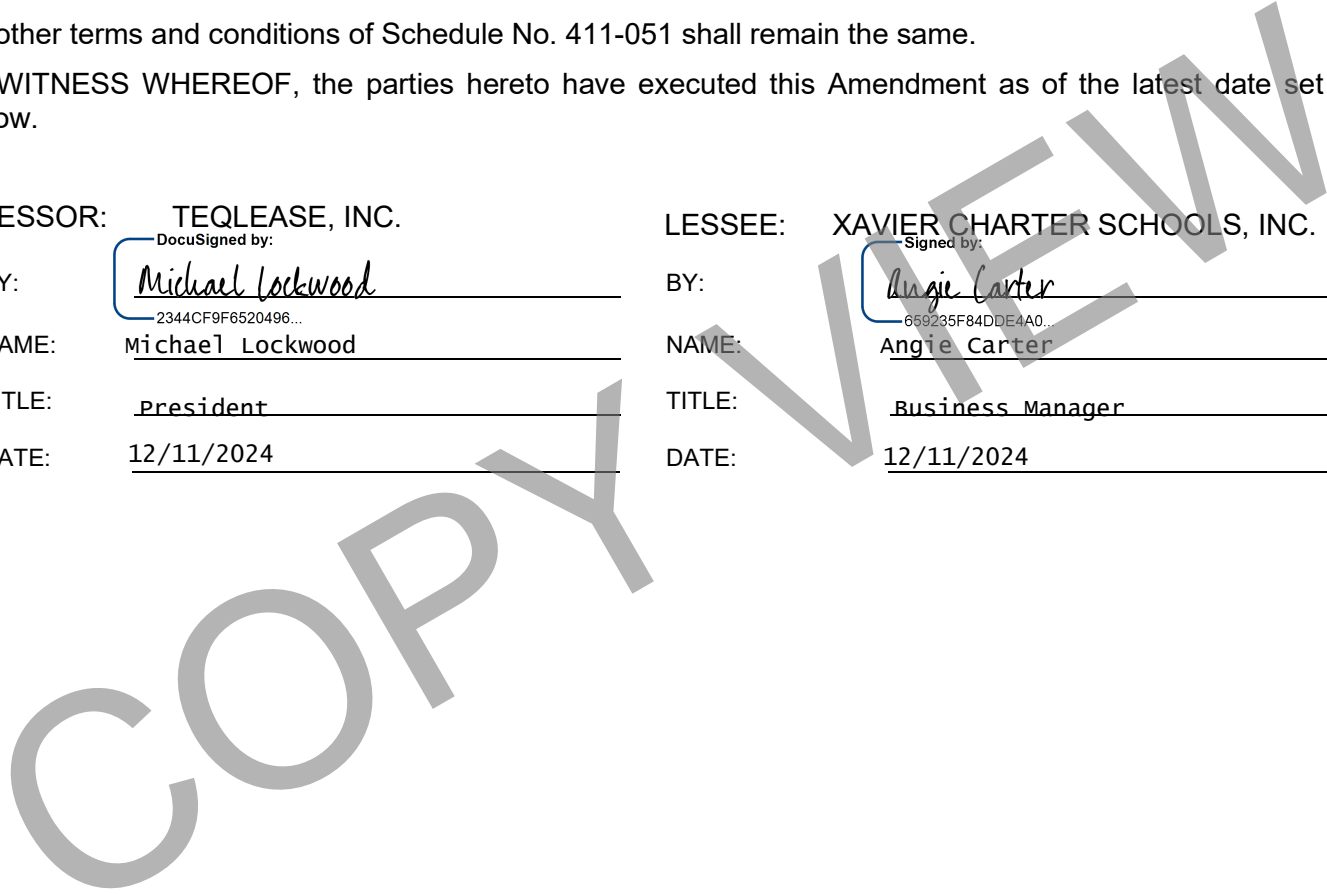
1. The Commencement Date shall be changed from December 1, 2024, to December 15, 2024.
2. The effective date shall be December 15, 2024.

All other terms and conditions of Schedule No. 411-051 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date set forth below.

LESSOR: TEQLEASE, INC.
DocuSigned by:
 BY: *Michael Lockwood*
2344CF9F6520496...
 NAME: Michael Lockwood
 TITLE: President
 DATE: 12/11/2024

LESSEE: XAVIER CHARTER SCHOOLS, INC.
Signed by:
 BY: *Angie Carter*
659235F84DDE4A0...
 NAME: Angie Carter
 TITLE: Business Manager
 DATE: 12/11/2024



Certificate Of Completion

Envelope Id: C1DFEE19-9BA0-485E-B4AC-ED21D3D72173	Status: Completed
Subject: TEQlease Education DocuSign: 411051 Amendment No 001	
Lessee/Debtor Name:	
Equipment Cost:	
Lease Number:	
Source Envelope:	
Document Pages: 1	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Erin Rauch
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	erauch@teqlease.com
	IP Address: 172.6.4.73


Record Tracking

Status: Original 12/11/2024 10:16:20 AM	Holder: Erin Rauch erauch@teqlease.com	Location: DocuSign
Status: Authoritative Copy (1 of 1 documents) 12/11/2024 10:24:45 AM	Holder: Erin Rauch erauch@teqlease.com	Location: DocuSign
Status: Receipt Confirmed 12/11/2024 10:25:31 AM	Holder: Erin Rauch erauch@teqlease.com	Location: TEQlease Inc

Signer Events

Angie Carter
 acarter@xaviercharter.org
 Business Manager
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 659235F84DDE4A0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.83.65.170

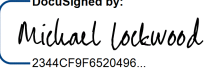
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 Signed: 12/11/2024 10:23:55 AM

Electronic Record and Signature Disclosure:

Accepted: 12/11/2024 10:23:48 AM
 ID: c3dc5fbc-fdd0-46aa-acaе-3b1f4f2acfe8

Michael Lockwood
 mlockwood@teqlease.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 2344CF9F8520496...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.6.4.73

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Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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TEQlease Documents
documents@teqlease.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/11/2024 10:18:20 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Erika Aguirre
eaguirre@teqlease.com
Security Level: Email, Account Authentication (None)

COPIED

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Viewed: 12/11/2024 10:24:02 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/11/2024 10:24:39 AM
Signing Complete	Security Checked	12/11/2024 10:24:44 AM
Completed	Security Checked	12/11/2024 10:24:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TEQlease Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact TEQlease Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kfleming@teqlease.com

To advise TEQlease Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kfleming@teqlease.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from TEQlease Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kfleming@teqlease.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with TEQlease Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kfleming@teqlease.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TEQlease Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TEQlease Inc during the course of your relationship with TEQlease Inc.

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.....\$3.00 each full price elementary student \$.40 each reduced priced student
- \$3.25 each full price middle school student, \$.40 each reduced price student
- \$3.50 each full price high school student, \$.40 each reduced price student
- \$5.00 each adult price meal (including Tax)
- \$3.30 each adult price breakfast (including Tax)
- Breakfast....\$1.65 each full price elementary student, \$.30 each reduced price student
- \$1.90 each full price middle student, \$.30 each reduced price student
- \$1.90 each full price high school student, \$.30 each reduced student
- Ala Carte milk..... \$.60

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.

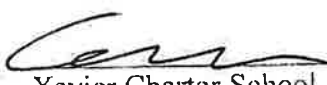
8. District agrees to provide snacks in compliance with The National School Lunch program if an educational afterschool program is provided by Xavier Charter School. District Nutrition will do all paper work and reimbursements for this program. Snacks will be charged at the rate of \$1.25 full priced snack and \$.15 reduced price snack per student, and Adult Snack of \$1.25.

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 2024-2025 school year, from August, 2024 to June, 2025. 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 Schools
Title

5/31/24
Date

6-21-24
Date

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 16th day of May, 2024 BETWEEN:

Whitepine Property Management, LLC of Boise, ID

12129 W Rockhampton St.

Boise, ID 83709

Telephone: (208) 602-5114

(the "Landlord")

OF THE FIRST PART

- AND -

Xavier Charter School

1218 North College Road W

Twin Falls, ID 83301

Telephone: (208) 734-3947

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 421 Lot B & 421 Lot C Locust S Twin Falls, ID 83302, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - b. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking

areas, driveways, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

c. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

d. "Premises" means the office / building space & corresponding fenced yard at 421 Lot B Locust S Twin Falls, ID 83302 and comprises a Leasable Area of 2100 square feet & 70' X 85' of fenced yard & the building space & corresponding fenced yard at 421 Lot C Locust S Twin Falls, ID 83302 and comprises a Leasable Area of 900 square feet & corresponding fenced yard.

e. "Rent" means the total of Base Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the office & building space municipally described as 421 Lot B Locust S Twin Falls, ID 83302, (the "Premises") and comprises a Leasable Area of 2100 square feet & corresponding fenced lot. The Premises will be used for only the following permitted use (the "Permitted Use"): Any and all offerings related to business conducted by Quality Asphalt LLC, DBA Quality First Asphalt Maintenance.

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon

thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

Term

5. The term of the Lease commences at 12:00 noon on June 1, 2024 and ends at 12:00 noon on May 31, 2027 (the "Term"). Any partial month at the beginning of the lease will be pro-rated to the beginning of the next calendar month.
6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,900.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. Any partial month at the beginning of the lease will be pro-rated to the beginning of the next calendar month.
8. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord at 12129 W Rockhampton St. Boise, ID 83709, or at such other place as the Landlord may later designate.
9. The Base Rent for the Premises will increase over the Term of the Lease as follows: Fair Market Value as agreed to by Landlord and Tenant.
10. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the due date.
11. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

12. The Tenant will be obligated under this lease as signed regardless of any name change of business being conducted in leased property. Use & Occupation of the premises must be directly related to the tenant's business practices for use as a bus lot for Xavier Charter School, and storage of miscellaneous school equipment / materials. Personal storage such as automobiles, recreational vehicles, boats, etc. is not allowed. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules, and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$2,900.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
15. The Tenant may not use the Security Deposit as payment for the Rent.
16. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to:
_____, or at such other place as the Tenant may advise.

Distress

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

18. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and

subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

19. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
 - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
 - f. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - g. the Tenant will pay to the Landlord on demand:

- i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

20. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

Renewal of Lease

21. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may request to renew this Lease for an additional annual term. Upon written acceptance by the Landlord, all terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Tenant Improvements

22. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

- 23. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water, sewer.
- 24. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, gas, telephone, Internet and cable.
- 25. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: Any other utility required to operate the business being conducted within the leased space.

Insurance

- 26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- 27. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 28. The Tenant will provide proof of such worker's compensation insurance to the Landlord upon request.

Abandonment

- 29. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any

payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

30. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

31. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Idaho, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Idaho (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

33. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Provisions

34. Annual rent increases can be avoided by extending the period of the lease to 5 years.

Maintenance

35. The Landlord will be responsible for driveway maintenance to include snow removal.

36. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
37. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor. The landlord will provide an initial preventative maintenance to the gas furnace(s) and verify they are in good working condition. Any furnace repairs required thereafter will be the sole responsibility of the tenant.
38. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Care and Use of Premises

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

43. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

45. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

46. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this

Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.


- 47. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 48. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 49. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 50. Time is of the essence in this Lease.
- 51. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

Addendum:

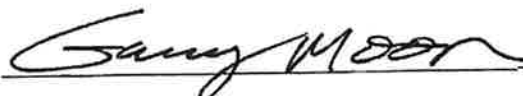
- 52. Landlord agrees to repair existing perimeter fencing and gate(s). The Tenant will, at Tenant's sole expense, make all required fencing and gate repairs whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
- 53. Landlord agrees to reinstalling the man door that separates Lot B & Lot C buildings.
- 54. Tenant will be solely responsible for removing, storing, and re-installing the chain link fencing that divides Lot B & Lot C fenced yards at the expiration of this lease agreement.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 21st day of May, 2024

Jacob Kerley
Printed Name

Whitepine Property Management (Landlord)

(Signature)

Gary Moon
Printed Name

Xavier Charter School (Tenant)

(Signature)