



THE INTELLIGENT
Growth Engine

Quote

Amira Q-77079

Prepared For

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

Your Amira Partner

Sam Rangel
Partnership Manager
sam.rangel@amiralearning.com
(214) 572-4620

Quote: Q-77079

Prepared For: Xavier Charter School

Expires On: 11/30/2025

Amira Reading Suite (Existing Campus) - for Grades K through 6th

Amira A+I+T for Existing Istation Campuses

QTY	Product	Campus	Start Date	Months	Sales Price
1	Amira Reading Suite (Existing Campus)	Xavier Charter School	11/01/2025	12	\$12,596.43

Istation Math - for Grades K through 6th

ISIP Math assessment and math instruction/curriculum.

QTY	Product	Campus	Start Date	Months	Sales Price
1	Istation Math	Xavier Charter School	11/01/2025	12	\$7,473.57

Start Date: 11/01/2025

Term: 12

End Date: 10/31/2026

List Amount	\$21,430.00
Discount Amount	\$1,360.00
Tax Amount	\$0.00
Customer Total	\$20,070.00

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Disclaimer: Pricing is as quoted and is subject to change based on any modifications to bundle configurations, enrollment updates, or other adjustments. Additional options are to be paid in full. Totals include applicable taxes, which should be reflected on your Purchase Order (if applicable).

To avoid delays in processing your order, please ensure the following:

- Email your Purchase Order, including the provided quote number, to orders@amiralearning.com.
- Digitally sign the contract provided upon commitment with your Amira partner.

Amira Terms of Use: <https://amiralearning.com/amira-terms>

Amira Privacy Policy: <https://amiralearning.com/amira-privacy>

Istation Terms of Use: <https://amiralearning.com/istation-terms>

Istation Privacy Policy: <https://amiralearning.com/istation-privacy-policy>

Agreement Execution

By signing below, the Parties agree to the terms outlined in this Agreement. This document has been executed and delivered by the authorized representatives of each Party.

I have read and agree to the linked Terms and Conditions:

Quote: Q-77079

Prepared For: Xavier Charter School

Expires On: 11/30/2025

Amira

Signature 

Printed Signature:

Richard Watson

Title: Chief Revenue Officer

Dated: 6/25/2025

Customer

Signature 

Printed Signature:

Gary Moon

Title: Head of school

Dated: 6/25/2025

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

Primary Implementation Contact

Name:

Tami Ditlefsen

Email:

tditlefsen@xaviercharter.org

Accounts Payable / Billing Contact

Name:

Sharea Eccles

Email:

seccles@xaviercharter.org

Quote: Q-77079
Prepared For: Xavier Charter School
Expires On: 11/30/2025

Phone:
"required":
208-734-3947

Phone:
"required":
208-734-3947

District Technology Contact

Name:
Jeremy Bennett

Email:
jbennett@xaviercharter.org

Phone:
"required":
208-734-3947

District Data Contact

Name:
Hillary Harm

Email:
hharm@xaviercharter.org

Phone:
"required":
208-734-3947



THE INTELLIGENT
Growth Engine

Upgrade to the Next Generation of Amira

See What's Coming for Istation and
Amira Customers

Asses. Instruct. Tutor. Upgrading to the new Amira's A-I-T Reading Suite ensures deeper insights, core-aligned instruction, and research-validated tutoring that translates to **reading growth for every student.**

Assess with Accuracy—More Measurement Points, Deeper Insight

The upgraded Amira ISIP is more powerful than ever, offering **criterion- and norm-referenced insights and new ways to assess reading skills**. With unmatched precision, Amira measures more skills, analyzes more data points, and provides deeper insights. It is the best of both Istation and Amira!

You get:

- ❑ **Science of Reading-Based, Productive Assessment** – A read-aloud, AI-driven assessment that evaluates reading skills across Scarborough’s Reading Rope in 20 minutes or less, in both English and Spanish.
- ❑ **Comprehensive & Adaptive Skill Measurement** – Goes beyond Oral Reading Fluency (ORF) to assess decoding, phonemic awareness, spelling/encoding, vocabulary, and listening comprehension, adapting to keep students in their Zone of Proximal Development (ZPD).
- ❑ **AI-Proctored, Teacher-Friendly Design** – Amira proctors, models, listens, measures, and analyzes in real time—eliminating the need for extensive teacher training, manual scoring, and time-consuming data analysis.
- ❑ **Norm & Criterion-Referenced Insights** – Provides dynamic, actionable reports, including longitudinal growth tracking, tiered and group reports, grade level achievement scores, and state standards-based insights.

Why It Matters:

With **10x more measurement points captured** than traditional computer adaptive tests, Amira provides an equitable, non-biased, research-based measure of student progress, ensuring early identification of reading challenges.

Instruct: Align Your Instructional Framework to Student Needs in Real Time

Amira Instruct connects Assess and Tutoring to core-aligned strategies that make every teaching moment intentional. By **driving core-coherence**, it ensures instruction is purposeful and moves every student forward with next steps directly connected to your core scope and sequence.

You get:

- ❑ **Curriculum-Coherent AI Lesson Planner** – Morphs to a district’s core curriculum scope and sequence, ensuring every instructional moment is tied to your instructional framework.
- ❑ **Core-Coherent Assignments** – Teachers can group Tier 1, 2, and 3 students by skill need, assign micro-lessons aligned to their curriculum, and track progress across Scarborough’s Reading Rope, ensuring cohesion between assessment, instruction, and practice.
- ❑ **Diagnostic-Driven, Individualized Instruction** – AI morphs to district curricula, generating Individualized Reading Instruction Plans (IRIPs) that map directly to scope and sequence.
- ❑ **Action Alerts & Real-Time Data Updates** – Surfaces the most critical insights, ensuring no student slips through the cracks and guiding educators to the next best step in instruction.
- ❑ **Amira Bot for Instant Teacher Support** – AI-powered assistance directly within the dashboard, answering instructional questions on demand.

Why It Matters:

Amira Instruct doesn’t just deliver differentiated instruction—it drives coherence by ensuring that assessment, instruction, and tutoring work as a seamless system within your instructional framework. Teachers teach and AI handles the heavy lifting – keeping daily and weekly literacy goals aligned to core instruction. No other company offers this novel technology!

Tutor: Evidence-Based, AI-Guided 1:1 Support

Amira Tutor delivers high-dosage, **research-backed reading practice that outperforms human tutoring**, helping students build fluency, comprehension, and confidence.

You get:

- **Individualized, Productive Practice** – Students engage by reading aloud in structured, daily formative diagnostics aligned with the Science of Reading.
- **Real-Time Micro-Interventions** – AI delivers just-in-time scaffolding, using research-based techniques like Elkonin sound boxes and explicit decoding strategies.
- **Socratic Dialogue for Comprehension** – Builds inferencing, vocabulary, and deep reading skills through guided discussion with fluent students.
- **Expanded Micro-Lesson Library** – Now includes hundreds of additional micro-interventions enhancing fluency, decoding, and comprehension.
- **Core-Coherent Practice** – Directly links to teacher-assigned skills in Instruct, ensuring tutoring aligns with classroom instruction.

Why It Matters:

Amira Tutor has been independently validated to accelerate reading growth, generating **8 to 17 additional weeks of progress annually**, surpassing traditional interventions. We've got the evidence to prove it!

Why Upgrade?

- **A Fully Integrated A-I-T Learning Cycle** – With the power of AI, assessment informs instruction, instruction powers tutoring, and tutoring reinforces assessment, creating a seamless growth engine for students.
- **Built for Science of Reading-Aligned Districts** – Supports structured literacy approaches and ensures instructional coherence at every level, for all tiers.
- **Less Testing, More Learning** – Screening and progress monitoring happen seamlessly during the reading block—no extra testing time needed. Students stay engaged, unaware they’re being assessed, while teachers get real-time insights for timely interventions.
- **Expanded Micro-Lesson Library** – Now includes hundreds of additional micro-interventions enhancing fluency, decoding, and comprehension.
- **Core-Coherent Practice** – Directly links to teacher-assigned skills in Instruct, ensuring tutoring aligns with classroom instruction.

Amira’s **next-generation AI solution** ensures that every student receives the precise support they need—at the right time, in the right way.

Contact your Amira Learning representative to learn more about current customer special pricing - this year only!

Effective June 2024, Istation is a 100% wholly owned subsidiary of Amira Learning, Inc. As part of our integration efforts and to enhance efficiency across our organization, we are integrating our financial and banking structures under a single Federal Employer Identification Number (FEIN).

Effective immediately, all transactions, invoices, and financial documentation should be processed using the following federal employer identification number and banking information:

Federal Employer Identification Number (FEIN): 82-2207220

Banking Information

ACH Payments (preferred):

Bank Name: Western Alliance Bank

ABA Routing Number: 121143260

Bank Address: One East Washington Street Ste 2500 Phoenix, Arizona 85004 U.S.A

Account Name: Amira Learning Inc

Account Number: 8996514912

Beneficiary Address: 5214f Diamond Heights Blvd # 3255 San Francisco, CA 94131

Check Payments:

Amira Learning Inc

PO BOX 92448

Las Vegas, NV 89193-2448

(Note: Please do not send check payments to the beneficiary address noted on the W-9.

Check payments should be sent to Amira Learning, Inc.'s lockbox, which is administered by Western Alliance Bank. This address differs from the one listed on the W-9.)

To assist in updating your records, we have attached the following documents:

- Amira Learning, Inc. Form W-9
- Official Banking Letters confirming our updated banking details

Please update your records to reflect this change and ensure that all future payments and correspondence are directed accordingly.

If you have any questions or require additional information, please do not hesitate to reach out to AccountsReceivable@amiralearning.com.

We appreciate your partnership and cooperation.

Sincerely,

Monika Flood

Monika Flood, CFO
Amira Learning, Inc.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Amira Learning, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 5214F Diamond Heights Blvd #3255	Requester's name and address (optional)
	6 City, state, and ZIP code San Francisco, CA 94131	
7 List account number(s) here (optional) Remit to: P.O. Box 92448, Las Vegas, NV 89193-2448		

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									
8	2	-	2	2	0	7	2	2	0

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Monika Flood</i>	Date April 27, 2025
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BANK ACCOUNT VERIFICATION LETTER**2/18/2025****RE: Amira Learning Inc**

To Whom It May Concern,

This letter is to inform you that **Amira Learning Inc** has an account with Western Alliance Bank.The routing number: **122105980**Account number: **8996514912**

We are pleased to confirm the account is in good standing and the information below for Incoming Wire Transfer and Incoming ACH Payments:

Beneficiary Bank Information

Bank Name: Western Alliance Bank
SWIFT Code: BBFXUS6S
ABA Routing #: 122105980
Bank Address: One East Washington Street Ste 2500
Phoenix, Arizona 85004 U.S.A

Beneficiary Information

Account Name: **Amira Learning Inc**
Account Number: **8996514912**
Beneficiary Address: **5214f Diamond Heights Blvd # 3255**
San Francisco, CA, 94131

The information is supplied solely for the purposes of reference, without any responsibility on the part of Western Alliance Bank, its agents, representatives, or affiliates for errors or omissions.

Sincerely,



Matthew Benidt

Head of Branch Banking

3 BusRight

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

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DUGUDIYNI Envelope ID, AUVOC719-070 1-4AES-AUCZ-UAGE/40 TULAD

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.

--DocuSigned
by:

Keith Corso

--304126707AGCAL
E....

Signed

Keith Corso

Name

DocuSigned by:

For and on behalf of:
Subscriber

Gary
Moon

1YEL
EBOSB44A2,

Signe
d

Gary Moon

Name

CEO

Title

5/13/2024

Date

Head of Schools

Title

5/14/2024

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

Contract Length/Term

06/01/2024

3 Years and 1 Month

Quantity

:

7

Annual Suite **License** Quantity

Annual Mount License Quantity

Price per License (\$): 2,000

0

Quantity:

Price per License

(\$):

15,166 (1 Month Prorated \$1,166 + \$14,000)

Year 1 Contract Amount (\$)

Year 2 Contract Amount (\$)

14,000

Year 3 Contract Amount (\$)

14,000

Billing Cycle

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

[www35412E707A6C4EE...](#)

Signature

Keith Corso

Name

CEO

Title

5/13/2024

Date

For and on behalf of:

Subscriber

-DocuSigned
by:

Gary

Moon

CDFQ0SBAS4
AZ

Signe
d

Gary Moon

Name

Head of Schools

Title

5/14/2024

Date

Exhibit A: BusRight Order Form

Subscriber Information

Subscriber Name

Subscriber Hardware Shipping Address

Billing Contact
Name

Billing Contact
Email

Billing Contact Phone Number

Xavier Charter Schools

1218 North College Road W, Twin Falls, ID 83

Gary Moon

gmoon@xaviercharter.o
rg

+1 208 5391845

Hardware Details

Total Tablet Quantity

7

Total Standard Mount Quantity

7

Custom Mount Quantity

Locking
Cradle
 Heating **Cradle**

Requested Hardware Delivery Date

SIM Request Type

Installation Owner

Speaker Cradle Cup Holder Cradle

July 1, 2 (default value to 30 days post
start date)

Verizon

AT&T

T-Mobile

Self Install

BusRight Partner Install

Software Details

Onboarding Start
Date

Student Information System Sync Type

Route Data Migration Owner

Solution Type

June 1, 2024

Manual

BusRight

Suite

Nightly Automatic

Subscriber

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, there Parties hereby agree to the terms **set** forth in the BUSRIGHT MASTER SUBSCRIPTION AGREEMENT (MSA).

Dücdüiyini clivélupe ID. AVVOEN (J-U/U 1-4ACJ-AUC<-VAJC / 40 TULAD

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.

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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.

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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.

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

For and on behalf of:

BusRight,
Inc.

-DocuSigned
by:
Korth Corso

+2541) ZABCAC
Signed

Keith Corso

Name

-DocuSigned
by:

For **and** on behalf of:

Subscriber

Gary
Moon

1700L
EBOSBASKAN

Signe

d

Gary
Moon

Name

CEO

Title

5/13/2024

Date

Head of Schools

Title

5/14/2024

Date

4

Qulubiyni ČniveLupe ID. AJUDE/19-U/σ 1-4ACS-AVC2-VAJC 140 TUUAD

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

3 Years and 1 Month

Contract Length/**Term**

Quantity

:

7

Annual Suite License Quantity

Annual Mount License Quantity

Year 1 Contract Amount (**\$**)

Price per License (\$): 2,000

0

Quantity

:

Price per License

(\$):

0

15,166 (1 Month Prorated \$1,166 + \$14,000)

Year 2 Contract Amount (**\$**)

14,000

Year 3 Contract Amount (**\$**)

14,000

Billing Cycle

Annually in Advance

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

G

For and on behalf of:
BusRight, Inc.

DocuSigned
by:
Keith Corso

3641276 A6C4EE

Signe
d

Keith **Corso**

Name

CEO

Title

For and on behalf of:

Subscriber

DocuSigned
by:

Gary
Moon

178 DEG S8A047

Signe
d

Gary Moon

Name

Head of Schools

5/13/2024

Date

Title

5/14/2024

Date

Subscriber Information

Subscriber Name

Subscriber Hardware Shipping Address

Billing Contact Name

Billing Contact Email

Billing Contact Phone Number

Xavier Charter Schools

1218 North College Road W, Twin Falls, ID 83

Gary Moon

gmoon@xaviercharter.org

+1 208 5391845

Hardware Details

Total Tablet Quantity

7

Total Standard Mount Quantity

7

Custom Mount Quantity

[0] Locking Cradle

Requested Hardware Delivery Date

SIM Request Type

Installation Owner

[0] Heating Cradle

2024

[0] Speaker Cradle [0] Cup Holder Cradle

July 1, 2024 (default value to 30 days post start date)

Verizon

AT&T

T-Mobile

Self Install

BusRight Partner Install

Software Details

Onboarding Start Date

Student Information System Sync Type

Route Data Migration Owner

Solution Type

June 1, 2024

Manual

BusRight

Suite

Nightly Automatic

Subscriber

Terminal

**CHARTER
IMPACT**

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.

C

**CHARTER
IMPACT**

Section 3.01. Fees.

ARTICLE 3. COMPENSATION AND EXPENSES

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 approved 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.

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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

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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

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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.

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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.

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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.

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.

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.

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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' 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.

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

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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.

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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.

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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.

b.

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

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.

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c.
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d.
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.

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.

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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

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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]

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

XAVIER CHARTER SCHOOL INC.

Gary

Moon

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

Name: Gary

Moon

Title:

Head of Schools

CHARTER IMPACT, LLC

BY AL

By

Adam **Kaeli**, co-CEO

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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

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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

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CHARTER IMPACT

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

Charter Impact Independent Consultant Services Agreement
Page iii

CHARTER IMPACT

- 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

Charter Impact Independent Consultant Services
Agreement Page iv

CHARTER IMPACT

**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 **Class Act** (the "**Contractor**"), whose address is: 13601 W. McMillan #102-223, Boise, ID 83713.

for janitorial services described on the **Request for Proposals dated May 10th, 2025** (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, 2025 and expire on June 30, 2027 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

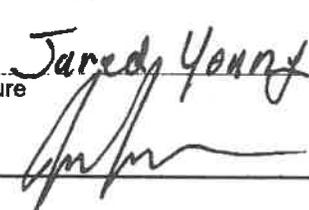
This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each party shall constitute one original.

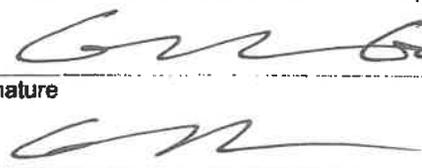
15. GENERAL PROVISIONS

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, 2025 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
		6-25-25

Print Name of Xavier Charter School's Representative		Title
Gary Mann		Head of School
Signature		Date
		6-26-25



STANDARD CONTRACT FOR
SPEECH-LANGUAGE THERAPY SERVICE

Clear Source Therapy and Clinical Resource Center

392 Falls Ave.

Twin Falls, ID. 83301

WORKER'S COMP POLICY #660688 EXPIRATION: 12/8/2025

PROFESSIONAL LIABILITY POLICY # 93-AJ-0437-9 EXPIRATION: 12/8/25

This contract is entered into by Clear Source Therapy and the Xavier Charter School hereinafter referred to as the school starting September 2, 2025 and ending by June 4, 2026.

Clear Source Therapy 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 \$21 per hour.
6. Provide compensation for round-trip mileage from Clear Source Therapy office to Xavier Charter School at \$.67 per mile or the current rate established by the federal government.
7. Provide payment within 15 days of the receipt of the invoice from Clear Source Therapy.

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 within five (5) business days. Xavier will process payments of any amounts not in dispute.
2. Email invoice(s) to businessoffice@xaviercharter.org
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. If Xavier Charter School receives the invoice after the last day of the month, payment will be made on the next payable run completed by Xavier Charter School.

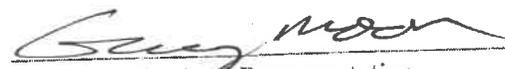
BACKGROUND CHECK REQUIREMENT

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.

4-25-25
Date


Zeke Kelsey M.S., CCC-SLP

6-21-25
Date


Xavier Authorized Representative



XAVIER CHARTER SCHOOL & DCG PARTNERSHIP

MAY 01, 2025

PEXO CORE

Pexo Core is a sales, CRM, and communication platform that is developed and maintained by Desert Creative Group. It is powered off of High Level's core platform and other third party integrated applications.

With using Pexo Core, Xavier Charter Schools and its staff has access to its core modules under their plan which include: Contacts, Conversations, Dashboards, Calendars, Children (custom objects), Payments and Products, Social Media Content Scheduling Planner, Email Campaign sending, Automations, Chat Widget, Landing Page and Funnel builder, Media Storage, Reputation Manager, and Report Builder. Additional modules or features that include invoicing, online courses and communities, HIPAA compliance, and AI employee are available for an additional monthly fee.

You have been set up and authorized to utilize one-to-one and mass email sending as well as text messaging (SMS). The ability to continue to send emails and SMS is available as Xavier Charter Schools maintains best practices and compliant communication standards that require consent and other anti-spam best practices. Desert Creative Group, High Level, and other governing 3rd parties remain the right to revoke sending abilities if compliance standards are not being met.

Technical support and feature building assistance is available for up to two (2) points of contact from Xavier Charter School and is included with your monthly plan.

Pexo Core Cancellation Terms: 30-day written cancellation terms. In the event of wanting to cancel or transfer ownership of Pexco Core account, all customer data, email templates, LC phone numbers, website/landing page elements will be transferred over. Custom-built automations, funnels, datastreams, API Integrations, AI functions, A2P Registrations, and chatbots will not be transferred. A cancellation fee of \$390 will be charged to start the process to cover time spent exporting data and/or transferring

accounts. If you wish to cancel your account, please email accounting@desertcreativegroup.com with 30-days notice.

BILLING CYCLE & COSTS

Pexo Core: \$500/month billed on the 22nd of every month via auto-billed credit card*.

Credit card management and receipts are available in the billing tab in the Settings menu of your Pexo Core account.

*DCG reserves the right to change monthly platform rates at any time. DCG will inform any pricing changes to Xavier Charter Schools with a thirty (30) day notice before any price increase will be implemented.

Pexo Core Utilization Costs: Billed as an auto-charged wallet reload charge of a pool of funds to draw from. You can manage your wallet reload thresholds and settings in the billing tab in the Settings menu of your Pexo Core account.

Pexo Systyme Utilitization fees are charged at the following rates**

Phone System Charges:

Making Calls: \$0.049/min

Receiving Calls: \$0.0298/min

Text Messages: \$0.0277/segment

Group SMS Text Messages: \$4.0250/segment

A2P Phone Carrier Registration Compliance Fees for SMS: \$1.6538/month

Carrier Lookup Fees: \$0.0175/instance

SMS Carrier Fees: \$0.011575/ instance

Charge per phone number: \$4.025/month

Premium Triggers/APIs:

\$0.035 Workflow premium actions

Emails:

\$0.002363/email sent or received (including internal email notifications)

Email Validation/Verification:

\$0.00875 per email address validated

Dedicated IP Address:

\$118/month per IP



WhatsApp:

\$0.185/WhatsApp Conversation

Pay-As-You-Go AI Employee (not applicable if you have AI Employee Unlimited):

Voice AI: \$0.46/minute

Conversation AI: \$0.07/message

Reviews AI: \$0.28/review

Content AI: \$0.32/1000 Words & \$0.21/ Image

Funnel AI: \$3.47/funnel

Workflow AI Assistant: 30 credits per day

**Rates are subject to change as market rates are updated from carriers and 3rd party providers

ADDITIONAL SINGULAR PROJECTS

Desert Creative Group from time to time may be asked to help support Xavier with other projects outside of Pexo Core including but not limited to: graphic design, website management or updates, marketing services, and strategic planning. At this time, a project or service price will be negotiated and approved by Xavier Charter Schools' leadership and board where applicable and will be billed separately. For singular hourly work, work will be billed at a rate of \$145/hour and invoices will be sent monthly with net 15 days payment terms.

Full Name

Job title

 Signature

Select date



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 5th day of May 2025, by and between EdWise LLC and Xavier Charter School #462 and stipulates services provided from July 1, 2025 through June 30, 2026. 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 the charter school's 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 D. Houston Zeyer):*
 - 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:

- Weekly services (Fridays; 4 x month) = \$1600 monthly rate / \$14,400 annual rate to be paid over a 12-month period (July 1, 2025 to June 30, 2026)
- OR
- Bi-weekly services (Fridays; 2 x month) = \$800 monthly rate / \$7200 annual rate to be paid over a 12-month period (July 1, 2025 to June 30, 2026)
- Any additional days (Fridays only) would be billed at \$400 per day
- Any additional hours would be billed at \$50 per hour

Article III: Payment for Services

EdWise LLC shall provide either a monthly, bi-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

Date

Dr. Pamela D. Houston Zeyer

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

5/5/2025

Date

Work Agreement

This Agreement is made and entered into this 21st day of April, 2025, by and between Jesse Mittelstadt, an independent contractor, and Xavier Charter School, for the provision of services during the 2025-2026 school year. The parties agree to the following terms:

Scope of Services

RTI / Benchmarking / Progress Monitoring Consultation

Jesse Mittelstadt, M.A., a certified special education teacher in the state of Idaho and an independent contractor, will provide professional development and teacher support in the following areas:

- Response to Intervention (RTI) procedures
- Academic benchmarking
- Progress monitoring tools and practices
- Consultation on the completion and documentation of IEP and 504 Plans, as needed

These services are essential components of Xavier Charter School's RTI process and will support staff in maintaining best practices.

Service Terms

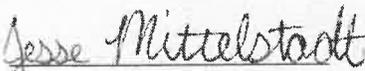
- Services will be provided on an as-needed basis, as requested by Xavier Charter School administration or the special education teacher.
- Jesse Mittelstadt will submit proof of certification and any required documentation necessary for payment processing.
- The agreed-upon compensation for services rendered is \$35.00 per hour.

Signatures



Administrator

Date: 6-21-25



Contractor (Jesse Mittelstadt)

Date: 04/21/2025



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	1	\$660.95 / month	\$660.95 / month
1GB X 1GB Internet for 3 years			
Fiber Equipment	1	\$8.00 / month	\$8.00 / month
Fiber Equipment for 3 years			
8 Static IP's	1	\$75.00 / month	\$75.00 / month
8 Static IP's, 5 usable 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

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 than 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 [sig|req|signer1]

Brogan Thoren

bthoren@pmt.coop [sig|req|signer2]

If you have any questions, please let me know.



Account Executive

bthoren@pmt.coop

PMT

507 G St

Rupert, ID 83350

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

redir

9b9cecb3d6e8e44fbc2308acbb1159a5a81af610

MM / DD / YYYY

Signed

This document was signed on app.hubspot.com

Audit trail

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

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

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

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

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PowerSchool Group LLC
 150 Parkshore Dr.
 Folsom CA 95630

Quote #: Q-98801-1

Prepared By: Venu Kumar	Customer Contact: Gary Moon
Customer Name: Xavier Charter School	Title: Head of Schools
	Address: 1218 N College Rd W
	City: Twin Falls
Contract Term: 12 Months	State/Province: Idaho
Billing Frequency: Annually	Zip Code: 83301
Start Date: March 3, 2026	Phone #: (208) 734-3947
End Date: March 2, 2027	Pricing Vehicle Contract #:
Payment Terms: Net 30	
Pricing Vehicle:	

Contract Term : March 3, 2026 to March 2, 2027

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: March 3, 2026 to March 2, 2027	USD 5,691.97	USD 5,691.97
Total Contract : March 3, 2026 to March 2, 2027	USD 5,691.97	USD 5,691.97

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Disc (%or\$)	Price
PowerSchool SIS Maintenance and Support	744.00	Students		USD 5,691.97
Subscription Period 1 License and Subscription Fees TOTAL:				USD 5,691.97
Total License and Subscription Fees :				USD 5,691.97

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at www.powerschool.com/MSA_2024/.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 16-OCT-2025

PO Number: _____

Xavier Charter School

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

Printed Name:

Gary Moon

Title:

Head of Schools

Date:

08-Dec-2025



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

PRIMARY THERAPY SOURCE, LLC

PHYSICAL and OCCUPATIONAL THERAPY SERVICES

- School Contact Person:** Gary Moon
Xavier Charter School
1218 North College Rd West
Twin Falls, Idaho 83301
208-734-3947
- Service Provider:** Primary Therapy Source, LLC
Tax ID# 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com
- Physical Therapists:** Teresa Prine, MSPT; Jackie Dux, DPT; Trish Howard, DPT;
Crystal Guerrero-Vega, PTA; David Fowers, PTA; Madeline Bryant,
PTA; Amanda Jackson, PTA; Leslie Lorenzo, DPT;
Leanne Requa, PTA
- Occupational Therapists:** Mandy Lee, OTR/L; Terry Darrington, OTR/L;
Trevor Warner, OTR/L; Jessica Martin, COTA;
Kristen Magalogo, OTR/L, Mandy Gaskill, COTA
- Proof of Liability Insurance:** Healthcare Providers Service Organization
Purchasing Group Policy # 0265758932

THIS AGREEMENT, entered into this date, May 15, 2025 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, 2025 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 1/2 the hourly billing rate of \$36/hour for hours that therapist would have been at school.

For the School:

Guy Moon
Signature

Head of Schools
Title or Position

Mr. Moon is
Board Representative Date
official Resignee

Contract approved
by Board of Directors
on 6-20-25.

Service Provider:

Irish Howard
Primary Therapy Source, LLC
Signature of managing partner DPT

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
 - \$5.25 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..... \$.75
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 onsite 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. Also, Xavier agrees to pay the amount of \$10,000 as the agreed upon amount for the 2025-2026 school year for Child Nutrition services.

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.

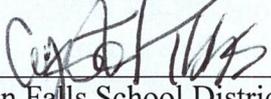
7. Xavier agrees to provide or purchase a computer (to be approved by the Twin Falls School District), Mealtime software licensing, and a Touch and Go Finger Scanner, for the meal accountability system for operation of the program at Xavier.

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.

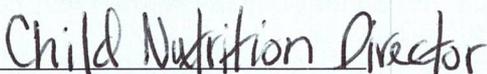
9. Xavier shall reimburse District for unpaid meals or snacks from funds authorized by the National School Lunch Program regulations.

10. This agreement shall be effective during the 2025-2026 school year, from August, 2025 to June, 2026. 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.

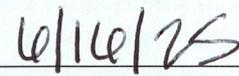
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:



Twin Falls School District



Title



Date

Xavier Charter School

Title

Date



SCHOOL NAME: Xavier Charter School

We are happy to accommodate your request for an invoice for the full amount of your purchase order.

Your purchase is comprised of three elements: a one-time-investment, services, and annual license fees. The one-time-investment and services amounts are straightforward, however, the amount of your annual licenses could change based on your software installation date, since the annual license fees are prorated from your installation date through the end of your fiscal year. This would mean that if you were to receive an invoice for the full amount of your purchase order, but your installation date is after the start of your fiscal year, you would have been charged for more annual license fees that you would have under our normal invoicing procedures.

To help you avoid this situation, but still provide you with the invoice you are requesting, please carefully consider the following options and indicate your selection below:

- A) I am not sure of my installation date and I do not want to risk paying for annual license fees before my software is installed. Invoice me now only for the one-time-investment and services indicated on my purchase order. Invoice me for the annual license fees separately after the installation when the actual prorated amount may be determined.
- B) My installation is scheduled to occur on _____ (please enter the date if you plan to select this option). Calculate my annual license fees based on this installation date and invoice me now for them; as well as the one-time investment and services on my purchase order.
- C) I wish to be invoiced for the full amount of my purchase order regardless of how my annual license fees might be affected by my actual installation date. I understand that I may not receive a subsequent credit for any of these amounts. I acknowledge that my annual license fees will extend through the end of my fiscal year.

Please note that all invoices are due net 10 with a 30-day grace period. Invoices outstanding after the grace period are considered past due and will be subject to interest and additional collection efforts.

Please circle your selection: A B C

Purchase Order# D-4397 (if applicable) PROJECT# _____

Please provide an E-mail address to which the invoice may be sent:

acarter@xaviercharter.org secdes@xaviercharter.org

Angie Carter Angie Carter 9/17/2024
 Customer Signature Printed Name Date



Qmlativ Transition Plan

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Traditional Pricing - 3 Year Locked Rate

Secure Cloud Computing Installation

This district will be migrating their current product licenses to the Skyward Qmlativ product licenses.
Project Management will work with your district to determine a go live date.
This plan covers the transition to our Qmlativ solution.

¹ Qmlativ Transition Plan		680 Students			
	Initial Investment	Services	Full 12-Month Recurring Fees	Total	
School Business Suite					
² Qmlativ Migration Service - Standard <i>Includes: Project Management, Data Migration Services, Training Resources via the Professional Development Center, access to the monthly QA Sessions, and conversion of existing eSignatures</i>	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	
Installation					
³ Secure Cloud Computing Migration and Setup	-	1,400.00	-	1,400.00	
Subtotal Qmlativ Transition Plan	\$ -	\$ 6,400.00	\$ -	\$ 6,400.00	
^{4,5} Total				\$ 6,400.00	

The Qmlativ Business Suite Core Package includes:

Finance, Employee Access, Staff Planning (was Salary Negotiations), Payroll, Position Management (was Employee Management), Professional Development Center, Substitute Tracking and Time Off

	Fiscal Year 2025 SMS 2.0 Recurring Fees	Estimated Future Qmlativ Recurring Fees
^{6,7} School Business Suite Core Package	\$ 4,582.00 / year	\$ 4,756.00 / year
Time Tracking (was TrueTime)	811.00 / year	842.00 / year
Total	\$ 5,393.00 / year	\$ 5,598.00 / year

The customer recognizes and acknowledges the recurring fees presented above, both SMS 2.0 and Qmlativ, will be prorated accordingly based on Go-Live date of the Qmlativ Migration through the end of that current fiscal year.
The following fiscal year, Qmlativ Recurring Fees will be billed based on your contract term.
SMS 2.0 Recurring Fees will no longer be invoiced after the migration is completed.
Skyward reserves the right to revise the Future Qmlativ Recurring Fees that were originally presented on the migration proposal if the customer does not migrate to Qmlativ until a full fiscal year after the migration was initially scheduled.

Prepay \$6,400



Secure Cloud Computing Services

Secure Cloud Computing Services (SCC Services) provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

School Business Suite	680 Students	Annual Total
Silver Package		\$ 3,000.00 *
<i>* This is a 36 month contract.</i>		

The SCC hosting fees are not included in the Skyward total above. All SCC hosting fees will be invoiced by and paid directly to ISCorp.

ISCorp billing for the Qmlativ database will begin upon installation.

ISCorp will offer a 50% discount off of the Qmlativ hosting fees during the implementation process (installation through go-live).

Upon go-live, ISCorp will begin charging full hosting fees for the Qmlativ database.

If the customer is currently hosted at ISCorp for SMS 2.0, they will continue to pay full SMS 2.0 hosting fees through the implementation process.

The hosting fees for SMS 2.0 would end upon Qmlativ go-live.

Additional discounts may apply if your district is hosting both the School Business Suite and Student Management Suite at ISCorp. If you are interested in learning more about the SCC Services package options, please contact ISCorp, Jeff Zillner - VP Operations, 262.240.7777 or jzillner@iscorp.com.

Implementation and Training

Implementation Schedule

Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule may result in delays and additional costs. The customer may be required to repurchase items if the delay causes Skyward to replicate completed items. Skyward and the customer will subsequently agree on a revised implementation schedule.

Project Management

This is going to be a significant project, and you need a professional to manage it. Skyward's Qmlativ Migrations Team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

Training

To assist with the transition the district will have access to the monthly QA sessions as well as the Professional Development Center.

Pricing Footnotes

¹ This proposal will migrate your district to the Skyward Qmlativ product licenses. The rate per year for the recurring fees for the products listed will remain unchanged as stated above for the initial 3 fiscal years upon transition to the Qmlativ product licenses. The annual increase for the Skyward recurring fees for Years 0 through 3 will be locked at 0%. In year 4 and beyond, the standard increase will be applied to all Skyward recurring fees.

² The Qmlativ Migration Service includes Project Management, Data Migration Services, Training Resources via the Professional Development Center, access to the monthly QA sessions, and conversion of existing eSignatures.

³ **Secure Cloud Computing (SCC) Setup Assistance**
Installation/Setup Services
Assistance with 3rd Party Integration Setup

⁴ As part of the SMS 2.0 to Qmlativ Migration, a conversion utility will be available to convert essential data from the SMS 2.0 database to the Qmlativ Database.

- As long as there is an equivalent placeholder to store the data in Qmlativ, current data, historical data (with limitations), and attachments will be migrated from SMS 2.0 to Qmlativ.
- If there is data in SMS 2.0, but there is not an equivalent area to store that data in Qmlativ, then that data will not be converted.
- Any current data that is in a work in progress status, will not be converted. This includes transactions such as unapproved Time Off Requests, unsubmitted Requisitions, etc.
- Setup/Configuration Data must be reconfigured in Qmlativ.
- During the migration process, Skyward makes every effort to quality check data that is migrated from SMS 2.0 to Qmlativ, however the school district must be responsible for data verification. Final verification for accuracy of data resides on the school District.

For the Skyward Business Suite, data included in the migration:

- Accounting/Payroll History will be limited to the last 10 years of activity
- Assets
- Employee Demographic Data
- Purchase Order/AP Invoice History
- Payroll Checking History
- Accounting Activity
- Positions and Assignments
- State Reporting Requirements
- Substitute Tracking
- Time Off
- True Time History
- Warehouse Items only

Notable exceptions for the Skyward Business Suite include:

- Warehouse history
- Time Tracking Current Setup
- Saved Reports will not be migrated

Subsystems that are not included in the migration:

- Applicant Tracking
- Benefit Management
- Salary Negotiations
- Security Groups

Pricing Footnotes continued on next page

Pricing Footnotes, continued from previous page

- ⁵ All districts will be required to sign a License Agreement.
- ⁶ The Qmlativ Business Suite Core Package includes Finance, Employee Access, Staff Planning (was Salary Negotiations), Payroll, Position Management (was Employee Management), Professional Development Center, Substitute Tracking and Time Off. These products will be licensed and sold as a package. The recurring fees for the Qmlativ Business Suite Core Package will be billed as outlined in the pricing section above.
- ⁷ Skyward's Professional Development Center (PDC) is included in the core package. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.

Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com.
You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

Recurring Fee Information

Your Recurring Fees Include:

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter
- Product updates throughout the year
- State and Federal required reports

Terms and Conditions

- See attached Terms and Conditions page for further information.
The Terms and Conditions page must be executed by an authorized representative.
- The License Agreement will be sent to you for execution.
The License Agreement page must be executed by both Skyward and an authorized representative to be valid.



TERMS AND CONDITIONS

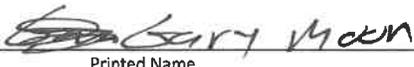
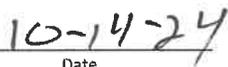
All proposals are valid for 30 days from date of proposal.

Payment Terms:

1. **Skyward Qmlativ Migration Services & Installation (includes: Training, Data Migration, Web Server Install or SCC Setup Assistance & Project Management):** 100% Billed upon access to the Qmlativ Training Database; Payment due upon Go-Live Date (determined by customer and the Project Manager). Services are non-refundable.
2. **On-Premises Database Support Fee / Managed Services Recurring Fee:** Billed upon access to the Qmlativ Training Database; Payment due at that time. Skyward 12-Month Recurring Fees will be prorated from date of access to the Qmlativ Training Database through June 30th or August 31st as designated within the signature section below. The recurring fees will auto-renew at the then-current rate at the end of the term.
3. **Third Party Software, Hardware and Related Services:** Payment due upon delivery of product and/or services.
2. **Taxes:** If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified, and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

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

First Day of Fiscal Year: _____

 _____  _____ 
Customer Signature Printed Name 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.

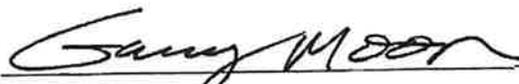
IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 21st day of May, 2024

Jacob Kerley
Printed Name

Whitepine Property Management (Landlord)

(Signature)

Gary Moon
Printed Name

Xavier Charter School (Tenant)

(Signature)