

Agreement For Services

This agreement for services (hereinafter referred to as "Agreement") is entered into by and between Lenzi Occupational Therapy Services (hereinafter referred to as "Provider") and Victory Charter School (hereinafter referred to VCS).

Recital

Whereas, Provider provides occupational therapy services, and

Whereas, VCS desires to contract for such occupational therapy services, by retaining the Provider as an independent contractor.

Now therefore, in exchange for the provision of such occupational therapy services, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and VCS hereby covenant and agree as follows:

1. Provider agrees:

- 1.1 To provide VCS with Occupational therapy services through the utilization of qualified, certifies and/or licensed therapist.
- 1.2 To provide screenings, evaluation, and treatment for individuals and/or group clients.
- 1.3 To provide a monthly statement based on a fee of \$65 per hour for services provided by an Occupational Therapist for travel, treatment, and paperwork to maintain *VCS*
- 1.4 To maintain the necessary records as required by *VCS*.
- 1.5 To provide administrative services necessary for the completion of required reports and records.
- 1.6 To participate in meetings and "staffing" as necessary.
- 1.7 To provide materials (e.g., diagnostic, therapy) necessary for management.
- 1.8 To provide proof of liability, malpractice and worker's compensation insurance.

VCS agrees:

- 2.1 That the service rates as set forth above are reasonable and VCS agrees to the payment of such rates for services provided. Furthermore, VCS agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments as the rate of one (1%) per month for each statement past due.
- 2.2 To provide adequate space in which therapy can be delivered in accordance with program philosophy.
- 2.3 To make records of students available to professional therapy staff members as necessary to provide services.

3. Other Terms

- 3.1 The terms of this Agreement shall begin on August 1, 2014 and cease on June 30, 2015, with automatic renewal unless either party terminated the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

3.2. VCS agrees to retain all required records for provision of services contemplated herein for a period of three (3) years.

3.3 Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

3.4 This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.

3.5 The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 26 day of August, 20 14.

Victory Charter School

By: Susan Larson
(Print Name): Susan Larson

Lenzi Occupational Therapy
Services

By: Kendra Lenzi
Kendra Lenzi, Manager and member

Mary Neumeyer
2359 North Parkforest Way
Eagle, Idaho 83616

September 11, 2014

Victory School District
Attention: Erica Gerber
9779 Kris Jensen LN
Nampa, ID 83686

Contract for Professional Services

1. For the 2014 to 2015 school year, the essential functions of my job will be providing professional services as the School Psychologist for the District.
2. I will perform to the best of my ability and experience, all of the duties expressly or implicitly required by the terms of this Agreement. As discussed, I will provide services each week as needed and requested. The amount of hours each week may change from time to time depending on the requirements of the District. My fee for services is \$85.00 per hour. I will submit an invoice once a month for services rendered.
3. I will be subject to and adhere to all of the District's policies and regulations as amended from time to time, and will act in the highest professional standards.
4. This Agreement contains all the understandings and agreements between the District and myself. Any modification to this Agreement will be made in writing and signed by the District and myself.

AGREED AND ACCEPTED BY:

Victory School District

Date 10-28-2014

Mary Neumeyer

Mary Neumeyer
Date 9/11/14

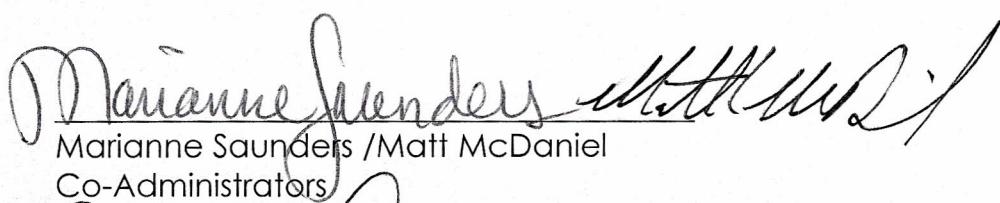
Contract for Director of Special Education Services

This Contract for Services is effective for the period August 1, 2014 through July 31, 2015, by and between Victory Charter School and Erica Gerber.

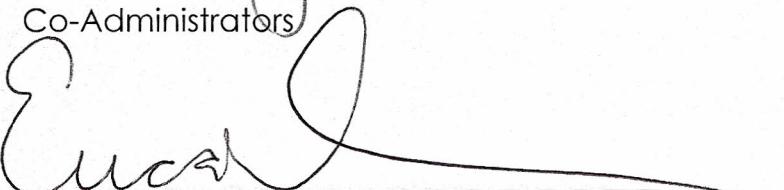
Beginning on August 1, 2014, upon agreement to this contract, Erica Gerber will provide to Victory Charter School the following services:

- Supervision of special education staff/ and scheduling
- Writing IEP and Eligibility Reports
- Attend all IEP and Eligibility Meetings
- 504 Plans
- Testing for Initial IEP and 3 year IEPs
- Complete ISEE Sped Report monthly
- Title 6B and Maintenance of Effort Report
- Grant Reimbursement Requests
- IRI Testing/Reports
- Extended Reading Program (Part of IRI)
- SBAC Testing Schedule
- Alternate Assessments (currently 1 student)
- DMA/DWA Testing
- Any other things related to Special Education as they occur

Erica Gerber will provide the above services. In exchange for the Services Victory Charter School will pay Erica Gerber \$500.00 monthly for the twelve (12) month period August 2014 through July 2015.



Marianne Saunders / Matt McDaniel
Co-Administrators



Erica Gerber
Director of Special Education

Amended and Restated Management Agreement

This Amended and Restated Management Agreement (the "Agreement") is effective March 26, 2013

BETWEEN: Victory Charter School, Inc. (the "School"), a charter school organized and existing under the laws of the State of Idaho, with its head office located at:

9779 Kris Jensen Way
Nampa, ID 83686

AND: BMed, Inc. (the "Manager"), a corporation organized and existing under the laws of the State of Idaho, with its head office located at:

BMed, Inc.
2422 12th Ave Road, #356
Nampa, Idaho 83686-6300

WHEREAS the School is in the business of operating a Harbor School Method™ charter school (the "Business");

WHEREAS the Manager is the founder of the Harbor School Method™, owns the copyright and has knowledge and expertise in the area of establishing, developing, operating and managing Harbor School Method™ charter schools;

WHEREAS the School considers that the Manager's expertise will enable the School to successfully operate its Business and ensure it meets all of the qualifications and requirements necessary to operate as a Harbor School Method™ charter school;

WHEREAS the Manager has represented to the School that it shall, during the term of this Agreement be primarily responsible for the performance of the services to be provided hereunder;

WHEREAS the School wishes to engage the Manager to manage the Business on the terms and conditions set out below, and the Manager is prepared to enter into the present Agreement with the School.

WHEREAS the School and the Manager are parties to a management agreement dated June 1, 2012 and desire to amend and restate the terms of that agreement in their entirety as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT

The School hereby engages the Manager to provide expertise in the operation of the Business as specifically set out in the Agreement and such management services as may, from time to time, be requested by the School. Such services shall be provided by the Manager and through such other agents and supervisors as may be named by the Manager.

2. TERMS AND RENEWAL

2.1 The terms of the present Agreement shall run until June 30, 2017 unless sooner terminated or subsequently continued in accordance with the terms and conditions of the present Agreement.

- 2.2 The Manager may offer to renew this Agreement in accordance with the terms and conditions hereof for further periods of five (5) years each by giving notice in writing to the School not later than two (2) months prior to the expiration of this Agreement or the renewal thereof. Such notice shall include the Manager's proposal for any changes in terms or conditions of this Agreement. The School shall communicate its acceptance of such offer by giving notice in writing thereof to the Manager no later than two (2) weeks after receipt of the said offer. Any proposed changes in the Management service fees or other terms and conditions shall be agreed upon in writing between the parties.
- 2.3 Failing such renewal and acceptance thereof, this Agreement shall terminate at the end of the term or of the renewal term, as the case may be, without further notice.

3. FEES AND PAYMENTS

- 3.1 The Manager shall request a fee for its management services for each subsequent year. Such fee shall be submitted by the Manager to the School on or before July 1 of each year for approval by the School's Governing Board and shall not exceed \$15,000.00 per year for the balance of the five (5) year Agreement.

4. AUTHORITY, POWER, OBLIGATIONS AND RESPONSIBILITIES OF THE MANAGER

The Manager's authority, powers, duties and responsibilities towards the School shall include, but not be limited to the following:

- Review all emails from the Administrator(s) to board members, staff, and parents;
- Provide input, guidance and training that is consistent with the Harbor School Method™ to School administrator(s) on personnel, parent and student issues as those issues occur;
- Review and approve all projected School budgets prior to their submission by the Administrators to the School's Governing Board for board approval;
- Review and approve all School purchases over \$ 1,000.00;
- Review and approve all staff evaluations, pay increases and/or raises prior to their submission by the School's Governing Board for board approval;
- Conduct random onsite evaluations and reviews at Manager's discretion;
- Evaluate and determine whether the School meets Harbor School Method™ criteria and whether the School will retain the Harbor School Method™ designation. A copy of the Harbor School Method™ criteria is attached to this Agreement as Exhibit A.

5. DEFAULT AND TERMINATION

- 5.1 The School shall be deemed to be in default under this Agreement upon the occurrence of any of the following events:
 - The School becomes insolvent and/or the School's charter is revoked;
 - The School fails, refuses or neglects to promptly pay any monies owing the Manager when due under this Agreement.
- 5.2 The Manager shall be deemed to be in default under this Agreement at the occurrence of any of the following events:
 - The Manager fails, refuses or neglects to promptly perform any obligations owing to the School under this Agreement.
- 5.3 Upon the occurrence of any event of default outlined in Paragraph 5.1 or 5.2 above, the party not in default shall be entitled, at its option, to immediately terminate this Agreement.
- 5.4 Upon termination of this Agreement by either party, the School will no longer be an approved Harbor Method School™ and shall remove the Harbor School Method™ designation from all materials, including but not limited to, curriculum, web sites, advertising materials, and charter school documents.

6. INCAPACITY

In the event Rebecca Stallcop, President and Founder of BMED, Inc., becomes incapacitated for any reason or in the event of her death, Seth C. Stallcop will succeed her as President and this Agreement and all of the provisions will continue to be binding upon the parties.

7. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

- 7.1 It is understood and agreed to and acknowledged by the Parties that this Agreement does not create any fiduciary relationship between them, and that nothing in this Agreement is intended to, nor shall it be construed to constitute a joint venture or any other type of partnership.
- 7.2 The School agrees to hold the Manager harmless from any liability under any contract entered into with any third party within the scope of the Manager's authority and powers under the Agreement, and to reimburse the Manager the amount of any expense with the Manager may make or incur in connection with such contracts.
- 7.3 The School further undertakes to indemnify and hold harmless the Manager from any claim made by any person for any relief whatsoever arising out of any act or omission of the Manager or any person acting under its supervision, whether or not the claim is well-founded.

8. SEVERABILITY AND CONSTRUCTION

- 8.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Agreement shall be considered severable, and if, for any reason whatsoever, any article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provision of this Agreement, and the latter shall continue to be given full force and effect by the parties and construed as if such invalid, illegal or unenforceable article, term, condition were omitted.
- 8.2 All captions, titles, headings and article numbers herein have been inserted solely for the convenience of the parties, and none such shall be construed or deemed to affect the meaning or construction of any provision hereof, nor to limit the scope of the provision to which they refer.
- 8.3 All reference herein to the masculine gender shall include the feminine gender and all references herein to the singular shall include the plural, where applicable.
- 8.4 This Agreement constitutes the entire, full and complete Agreement between the School and the Manager concerning the subject matter hereof, and shall supersede all other agreements, no other representations having induced the School to execute this agreement. No amendment, change or variance of the Agreement shall be binding upon either party, unless mutually agreed to by the parties and executed by them or their respective authorized employees, officer, or agents in writing.

9. WAIVER

No failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of such condition or breach, or the waiver of any other

condition or of the breach of any other term, provision, covenant or warranty of the Agreement. In particular, no acceptance by the Manager of any payments due to it hereunder shall be deemed to be a waiver by the Manager of any preceding breach by the School of any of the terms, conditions or provision of this Agreement.

10. NOTICES

Any and all notices required or submitted under this Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, except in the event of a postal disruption, to the following addresses unless and until a different address has been designated by notice in writing to the other party:

Victory Charter School, Inc.
9779 Kris Jensen Way
Nampa, ID 83686

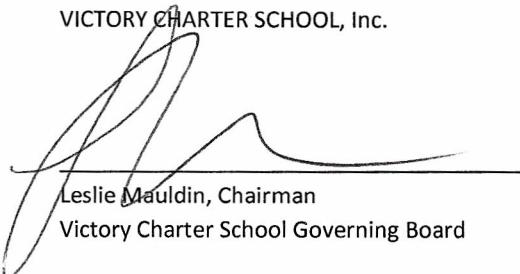
BMED, Inc.
2422 12th Ave Road, #356
Nampa, Idaho 83686-6300

11. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, which law shall prevail in the event of any conflict of parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

VICTORY CHARTER SCHOOL, Inc.


Leslie Mauldin, Chairman
Victory Charter School Governing Board

BMED, INC.


Rebecca Stallcop, President
BMed, Inc.