

Service Activation
Form**Proposal #: 35308****Date:** 2/7/2023**Quote Valid Until:** 5/8/2023**Order Type:** New Proposal**Sales Representative:** David Philbrook**Sales Rep Email:** davidp@datatelco.com**Sales Rep Phone:** (208) 401-2126**Contract Start:****Contract Terms:** 36 Months**Customer Information****Company:** Liberty Charter School
Main TN: (208) 466-7952**Billing Address**9955 KRIS JENSEN LN
NAMPA, ID 83686-4742**Shipping Address**9955 KRIS JENSEN LN
NAMPA, ID 83686-4742**Monthly Recurring Charges (MRC)**

Qty	Item ID	Product	Unit Price	Extended Price
4	WIPTL1	SIP Trunk (Unlimited US and Canada)	\$22.95	\$91.80
27	WDIDNN	DID Numbers - National	\$1.00	\$27.00
27	E911	E911 Service (per Number)	\$1.00	\$27.00
			Total:	\$145.80

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Main TN: (208) 466-7952

Summary	
Monthly Recurring Cost :	\$145.80
Non-Recurring Cost:	\$0.00
Total Due At Signing:	\$145.80

*With my signature below, I acknowledge that I have went to DataTel Cloud website and read the term and condition for Hosted or Internet depending on what services I have signed for, <https://cloud.datatelco.com/terms-and-conditions/#1582912040116-aea7904a-e93e>

*Important E911 Notice for VoIP Customers' I represent that I am authorized to make this acknowledgement on behalf of Customer and will inform those working for my company of this important information.

*Cancellation of Previous Services: Be sure to cancel services with your existing service provider after your new services have been installed to avoid being double billed. DataTel Cloud shall not be liable for any third party charges arising from or related to the termination of any previous agreement for telecommunications services or the failure of customer to terminate any previous agreement for telecommunications services. Please check with your carrier to see if they require advance notice of disconnect.

*The above price doesn't included taxes and fees.

DocuSigned by:
Signature:
Brett Stimpson
08D02AC59B7D48D...

Print Name:
Brett Stimpson**Title:**
Technology Director**Date:**
9/26/2023



PRODUCT PURCHASE AGREEMENT

This Product Purchase Agreement (the "Agreement") is made the 2nd day of August, 2023 between Advanced Communications, Inc., dba **DATATEL**, with its principal office at 680 S. Progress Ave., Suite #1, Meridian, Idaho 83642, and Liberty Charter School, ("Customer"), with its office at 9955 Kris Jensen Lane. In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

THE PRODUCT. This Agreement pertains to the Equipment and Software described in *Schedule A* (the "Product") to be installed at:

955 Kris Jensen Lane	Nampa	Canyon	ID	83686
Address	City	County	State	Zip

(the "Authorized Location"). Subject to the following additional terms and conditions set forth in the sections that follow: (a) Customer agrees to purchase the Equipment described in *Schedule A* and use the Software described in *Schedule A* in accordance with the license terms and conditions contained herein for the Purchase Price specified in Section 3; and (b) DataTel agrees to sell the Equipment described in *Schedule A*, license the Software described in *Schedule A*, install the Product described in *Schedule A* at the Authorized Location, and perform service in accordance with the terms of this Agreement.

PRODUCT INSTALLATION. DataTel shall not be required to commence installation of the Product until the Agreement has been accepted and approved by an OFFICER of DataTel. DataTel shall install the Product at the Authorized Location; provided that the Authorized Location meets the specifications set forth in *Schedule A*. Upon completion of installation and operation of the Product in accordance with applicable test and performance specifications, DataTel shall notify Customer of the Cutover Date. Cutover Date shall mean the date on which the Product is installed and providing the basic service for which the Product is intended. Minor variances in performance of the Product which do not materially affect the operation of the Product as a whole shall not affect or postpone the Cutover Date or Customer's payment obligations. Customer shall make available a place on its premises for installation of the Product in accordance with the specifications set forth on *Schedule A* and shall permit access to such place for DataTel's personnel, including subcontractors and authorized distributors. Customer shall provide a suitable protected area for storage of the Equipment prior to installation. Customer shall supply all supplemental equipment required for the installation including but not limited to conduits, commercial power wiring and outlets. Customer shall be solely responsible for: (a) obtaining any and all licenses, permits and other authorizations that may be necessary in connection with installation, use or warranty service of the Product, and (b) any services to be provided by or arrangements with, charges assessed by and interconnections with the Telephone Utility and any other Utility. DataTel shall be responsible for installation and warranty service of the Product only on the subscriber side of the interface equipment connecting the Product to the Telephone Utility's system. The Software will be licensed only in connection with the purchase of the Equipment, subject to the terms of this Agreement.

PURCHASE PRICE. The Purchase Price for the Product and installation is \$8,638.00 plus estimated sales tax of \$0 for a total of \$8,638.00. The estimated Cutover Date is November 1, 2023.

(a) **CASH PURCHASE TERMS:** The Purchase Price is payable:

- (i) 50% (\$4,319.00) upon execution of this Agreement by Customer, and the
- (ii) balance (\$4,319.00) on the Cutover Date. If Customer terminates this Agreement prior to commencement of installation hereunder, for any reason other than the material non-performance by DataTel of its obligations hereunder, DataTel shall retain all amounts paid to DataTel upon execution of this Agreement in addition to any other remedies available to DataTel.

(b) **LEASE/FINANCE TERMS:** N/A Please see Section 11. DataTel will endeavor to make leasing or financing arrangements available with a leasing or financing company for a term of _____ months with a monthly payment of approximately \$_____, plus tax. A deposit of \$_____, which represents the _____ months' payment(s) is payable upon execution of this Agreement by Customer.

Customer agrees to execute all necessary lease documents at least seven (7) days prior to the Cutover Date to authorize the lessor to pay the entire purchase price, plus applicable taxes, to DataTel immediately upon substantial completion at the Cutover Date. Title to the Equipment shall remain with DataTel until the entire purchase price is paid. If Customer does not qualify for a lease, then Customer may, at its option, either pay the entire purchase price to DataTel in cash prior to the Cutover Date or terminate this Agreement and immediately return all of the Equipment to DataTel. If Customer has not qualified for and entered into a lease agreement at least seven (7) days prior to the Cutover Date, for any reason other than Customer's inability to qualify for a lease, then DataTel, at its option, shall have the right to: (1) extend the Cutover Date; (2) immediately reclaim possession of any of the Equipment delivered to Customer and thereupon terminate this Agreement; (3) obtain specific enforcement of the terms of this Agreement or recover damages; or (4) exercise any and all other remedies that might be available.

(c) **OTHER TERMS:** _____

(d) **ANNUAL MAINTENANCE:** Acceptance Initials: Customer _____, DataTel _____. Customer desires maintenance services by DataTel. Maintenance shall continue for one (1) year following the first anniversary of the Cutover Date. At the first anniversary of the Cutover Date, Customer agrees to sign the Maintenance Agreement and pay the maintenance charge of \$973.00. If Customer fails to pay when due the maintenance charge, Customer agrees to pay the retail value (per DataTel's price list) for all maintenance services rendered during the first year following the Cutover Date.

(e) **EXTENDED MAINTENANCE:** Acceptance Initials: Customer _____, DataTel _____. Customer desires an extended maintenance program in addition to the warranty period or annual maintenance (Section 3(d) above) at a discounted rate for a period of _____ years for \$_____. The amount due for extended maintenance is not included in the above Purchase Price and is due and payable in full at the Cutover Date.

RISK OF LOSS OR DAMAGE; TITLE. Except to the extent any loss or damage to the Product is caused by defects in material or workmanship, Customer assumes the entire risk of loss or damage to the Product while it is on Customer's premises or under its control, whether or not covered by insurance, and no loss shall relieve Customer of its obligations under this Agreement. Customer shall acquire title to the Equipment only upon payment in full to DataTel of the Total Purchase Price. As long as any part of the Total Purchase Price remains outstanding, title to the Equipment shall remain vested in DataTel. Customer acknowledges and agrees that title to the Software shall remain vested at all times in DataTel, or as defined in *Schedule A*, and that nothing contained herein shall operate to transfer any ownership interest in the Software to Customer or any other party.

SECURITY INTEREST; DEFAULT.

(a) **PRODUCT SECURITY AGREEMENT:** The Product shall remain personal property, irrespective of the manner of its attachment to real estate. To secure performance of all of Customer's obligations to DataTel, Customer grants to DataTel a purchase money security interest in the Product, including all additions, attachments and substitutions, and authorizes DataTel to file a Financing Statement. Customer agrees not to further encumber, sell or otherwise transfer the Product without the prior written consent of DataTel until the total Purchase Price is paid. If default occurs in any of Customer's obligations to DataTel, then interest will accrue at the rate of eighteen percent (18%) per annum on the entire unpaid balance from the date of default until paid.

(b) **REMEDIES FOR DEFAULT:** Upon default in payment or performance hereunder by Customer, DataTel, in addition to any other remedies to which it is entitled, shall have all the rights and remedies of a secured party under the Uniform Commercial Code (and any other applicable law), including but not limited to the following rights: (i) to declare all unpaid amounts hereunder immediately due and payable; (ii) to take possession of and remove any part or all of the Product; and (iii) to

render the Product or any of its functions or features inoperable remotely or otherwise without any demand or notice, and without any court order or other process of law. Customer hereby consents to such taking or disabling of the Product upon default, and Customer hereby waives its rights to claim any and all damages occasioned by such taking or disabling. Customer further agrees that upon default, the Software License is revoked. Notwithstanding any repossession or any other action which DataTel may take in the event of Customer's default, Customer will remain liable for the full performance of its obligations under this Agreement. Customer will reimburse DataTel for all costs and expenses, including reasonable attorney's fees, incurred in connection with the enforcement of any right or remedy hereunder.

6. **MAINTENANCE.** If Customer has contracted for Maintenance Services by initialing Sections 3(d) or 3(e) above, the following provisions apply:

- (a) **MAINTENANCE RESPONSIBILITIES.** DataTel shall provide Customer with all routine and remedial maintenance, including labor and parts, necessary to keep the Equipment in good operating condition. All of DataTel's maintenance responsibilities under this Agreement shall be limited to the equipment listed on the attached *Schedule A*. Unless other equipment is specifically included in writing, all other equipment and all public telephone utility equipment connected or in any way interfacing with the same is excluded. DataTel will use its best efforts to perform all routine and remedial maintenance and repairs at such times as do not unreasonably interfere with Customer's business operations; provided, however, DataTel shall not be required to perform any maintenance on weekends, holidays, or after normal business hours. All such excluded maintenance shall be at Customer's expense based upon DataTel's then prevailing rates and prices, including overtime rates. Equipment additions and modifications made to the initially installed system shall not be covered by this Agreement unless additional maintenance charges are paid by Customer. All implied warranties of merchantability and/or fitness are excluded.
 - (b) **EXCLUSIVE MAINTENANCE RIGHTS.** Customer shall neither cause nor permit any maintenance, repairs, alterations or modifications to the Equipment by any party other than DataTel during the term of this Agreement, unless expressly agreed to in writing in advance by DataTel. In the event any such unauthorized maintenance, modifications, alterations or repairs cause or necessitate any corrective maintenance by DataTel, all such corrective maintenance shall be made at Customer's expense, based upon DataTel's then prevailing rates and prices.
 - (c) **SERVICE.** DataTel shall provide Customer with a telephone number and contact point sufficient to enable Customer to notify DataTel during the latter's normal business hours that remedial maintenance is required.
 - (d) **REPLACEMENT PARTS.** DataTel shall endeavor to maintain an adequate inventory of replacement parts to assure that routine and remedial maintenance will and can be performed on a timely basis. However, Customer expressly acknowledges and understands that it would be uneconomical and impractical for DataTel to maintain a sufficient inventory of replacement parts to assure that DataTel will always have sufficient inventory of replacement parts in stock to repair any and all defects and malfunctions which may occur from time to time in the Equipment. Accordingly, in the event of the unavailability of any such part, DataTel's sole responsibility shall be to use its best efforts to secure a required replacement part which is out of stock as soon as is economically possible, and DataTel shall not be liable or responsible to Customer for any failure to have such part in stock. DataTel's obligation to furnish replacement parts under this Agreement during the course of its maintenance services shall be limited to providing standard parts of equal quality. All such parts which have been replaced shall become the sole and exclusive property of DataTel.
 - (e) **MODIFICATIONS.** DataTel shall have the option, but not the responsibility, to make any modifications to the Equipment which it may deem necessary or desirable, in its sole and absolute discretion. DataTel shall endeavor to make such modifications at such times and in such manner so as to not unreasonably interfere with Customer's business operations. However, DataTel shall have the right to make all such modifications during its normal business hours. A refusal on the part of the Customer to permit any such modifications shall constitute a wrongful and material default by Customer under this Agreement. All such modifications shall be made by DataTel without charge to Customer.
 - (f) **RENEWAL.** At the end of the initial maintenance period, the Maintenance Agreement shall be automatically extended unless thirty (30) days prior written notice to the contrary is timely given by either party to the other. If the term of this Agreement is extended, as provided for above, the maintenance charge may be adjusted to reflect an increase consistent with the increased cost of doing business as reflected by the percentage increase of the cost of replacement parts from DataTel's suppliers and the increase in labor costs. All maintenance charges and fees are payable in advance and shall be due at the beginning of each maintenance period.
 - (g) **EARLY TERMINATION.** Customer shall, at its option, have the right to terminate all of its un-matured obligations relating to maintenance under this Agreement on thirty (30) days prior written notice to DataTel subject to the prior satisfaction in full of all its matured obligations to DataTel. Customer hereby affirms that DataTel has no responsibility to repay any portion of any advance annual maintenance charge, and that any such amounts constitute liquidated damages. Customer acknowledges that such liquidated damages are reasonable and have been agreed upon due to the difficulty of measuring the damages DataTel would suffer in the event of any such early termination. Customer waives any and all right to claim that such liquidated damages would be or do constitute an unenforceable penalty.
7. **LIMITED WARRANTY; DISCLAIMER.** See *Schedule A* for the terms of the limited warranty/disclaimer regarding the Product.
8. **UNCONTROLLABLE CIRCUMSTANCES.** DataTel shall not be responsible for any failure on its part to install equipment, perform maintenance services or replace parts due to causes beyond its practical control, including, but not limited to, work stoppages, strikes, boycotts, embargoes, lock-outs, transportation delays, severe weather, fires, floods, earthquakes, casualties, civil disobedience, riots, rebellions, *force majeure*, acts of God, parts shortages, or similar occurrences. If performance by DataTel is prevented, delayed or otherwise made impractical, DataTel shall be excused from such performance to the extent that it is prevented or delayed by such causes. Upon the occurrence of any such events, DataTel shall use its best reasonable efforts to notify Customer of the nature and extent of any such condition.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may be assigned by DataTel in whole or in part, and DataTel may freely subcontract any or all of the work hereunder. Customer may not assign this Agreement in whole or in part without obtaining the prior written consent of DataTel.
10. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceability provisions were omitted. DataTel and Customer agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that most closely approximates the economic effect and intent of the invalid and unenforceable provision.
11. **LEASE/FINANCE.** If Lease/Finance is completed at Section 3(b) above, DataTel will endeavor to assist Customer make leasing or financing arrangements on the terms specified. Customer acknowledges DataTel has no control over the interest rate or other fees charged by leasing or financing companies which DataTel may approach on behalf of Customer. Customer further acknowledges any such leasing or financing company may request certain personal guarantees in connection with any agreement to enter into a leasing or financing arrangement with Customer. Customer will supply financial information and will execute the leasing or financing company's standard documents. The limited warranty contained above shall run to Customer in the event the Equipment is leased or financed.
12. **ENTIRE AGREEMENT.** The terms and conditions of this Agreement, including *Schedule A*, constitute the entire Agreement between DataTel and Customer and may not be modified or amended except by mutual written agreement. Customer has read all provisions of this Agreement and acknowledges receipt of a copy of this Agreement.

DocuSigned by:

DataTel

9/26/2023

By Brett Stimpson

(Date)

By

Name: Brett Stimpson

Title Technology Director

Scott Langdon, President

Date



SCHEDULE A

Pursuant to the Product Purchase Agreement ("Agreement") dated August 2, 2023, between Advanced Communications, Inc. dba DataTel, and Liberty Charter School ("Customer"), it is hereby agreed as follows:

1. **THE PRODUCT.** The Product to which the Agreement pertains, for which Customer is obligated to pay the Purchase Price, and which DataTel is obligated to install, provided the conditions of this agreement are met, consists of the Equipment and Software itemized below.

Description	Quantity
SMB Controller 8/38G	1.00
MVB on SMB Controller	1.00
MITEL SMBC RACK MOUNT KIT SMBC/MITEL 415	1.00
System Module 2 DSPX	1.00
MCD Mailbox license	8.00
Dynamic Extension 30-pack for MVB SMB	1.00
SWA Adv 1y MVBUS User	30.00
SWA Adv 1y MVBUS on SMB Controller	1.00
PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1.00
HEADEND LESS THAN 40 PHONES NEW INSTALL	1.00

2. **CHANGE ORDERS.** The purchase price of the equipment shall be subject to adjustment in the event of any mutually agreed changes made to the above lists, including the addition or deletion of items of equipment or any changes in specifications, attachments or features. **Any cable runs not listed above are not included and will be considered a change order. Additional charges will be billed accordingly.**
3. **INSTALLATION SPECIFICATIONS.** DataTel's obligation to install the Product at Customer's Authorized Location is contingent upon the provision of an Equipment Room that meets environmental and electrical requirements for the installation of system(s) equipment, including but not limited to the following: (a) a 10-ampere - 117 volt AC isolated circuit terminating within 6 feet of the system(s) is required; (b) a conduit, if required by building codes; (c) normal business lighting; (d) room temperature ranging between 30-80°F; (e) relative humidity not exceeding 80% - non-condensing; (f) 3-foot minimum clearance in front of the main frame equipment secured access preferable; (g) access to "cold water ground" within 10 feet of the system(s); and Other: _____

4. **WARRANTY PERIOD AT NO CHARGE ON:** Equipment 12 Months; Software 12 Months; Labor 12 Months

5. **PRODUCT WARRANTY AND WARRANTY DISCLAIMER.**

- (a) **Equipment Limited Warranty:** DataTel warrants the Equipment will be free from defects in material and workmanship for the period set forth in Section 4 from the Cutover Date.
- (b) **Software Warranty:** DataTel warrants the Software will be free from any defect which causes a material non-conformity between its performance as described in the related documentation and actual performance for the period set forth in Section 4 from the Cutover Date. DataTel does not warrant that operation of the system will be uninterrupted or error free.
- (c) **Rights And Remedies:** Upon notification of a defect, DataTel shall have the option either to repair or replace the defective part of the Equipment or Software. Such repair or replacement shall be Customer's sole and exclusive remedy; provided that Customer shall notify DataTel of any defects promptly upon discovery. All replaced parts will become the property of DataTel. Customer agrees that any rights it may have pursuant to the warranty are independent of its obligation to make all payments due DataTel hereunder on a timely basis, and that any claim under this warranty or otherwise against DataTel shall not give rise to (i) a right to withhold any payment due, or (ii) any other remedy, including, without limitation, setoff, counterclaim, incidental or consequential damages for lost profits, lost sales, damage to reputation, injury to property or any other consequential loss.
- (d) **Labor:** For the period set forth in Section 4 from the Cutover Date, DataTel shall perform, free of charge, all necessary labor to perform the warranty.
- (e) **Disclaimers:** DATATEL FURNISHES THE WARRANTIES CONTAINED IN THIS SECTION IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The warranties shall be void as to product damaged or rendered unserviceable by negligence of non-DataTel personnel, misuse, theft, vandalism, fire, water or other peril, or repair relocation or alteration of the product not authorized by DataTel. DataTel shall have no liability for, and Customer shall indemnify DataTel for any expenses it incurs hereunder attributable to, the failure of customer to comply with environmental and electrical requirements specified in section 3 or for any failure of or interference with the operation of any equipment or software attributable to services or products of other vendors, including, without limitation, the central office lines of any local telephone company. In no event will either DataTel or Mitel be liable or obligated under any section of this agreement or under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special, punitive or consequential damages arising out of or in connection with this agreement, including but not limited to loss of profits, revenue, data or use, incurred or suffered by either party or to any third party.
- (f) **Non-Transferability:** DataTel's obligations under this Warranty are limited to Customer unless DataTel has provided its written consent to the transfer of the Product to another end-user.
- (g) **Work Hours:** Warranty work shall be performed by DataTel as soon as reasonably practicable at the Authorized Location (or at DataTel's location, as appropriate). DataTel's normal working hours for purposes of this Agreement are 8:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays. Services performed due to Customer's operational requirements, outside the aforesaid normal working hours, will be billed to and paid by Customer in accordance with DataTel's standard rates.

6. **SOFTWARE LICENSE (MITEL TRADEMARK PRODUCTS ONLY):** Customer acknowledges and agrees that the Software listed in Section 1 is proprietary to Mitel Technologies, Inc. and constitutes trade secrets of Mitel. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software are and

shall remain in Mitel. Usage is conditioned upon direct registration of the Software with Mitel. DataTel cannot warrant the Software against possible patent or trademark infringement claims; however, if Customer's usage of the Software is impaired by a claim of infringement against Customer, DataTel will, at its option and expense, either procure rights for Customer to continue using the Software, or replace the Software to provide a non-infringing solution that performs substantially similar functions to the original Software. Upon failure of DataTel to do so, DataTel will refund the price of the Software paid by Customer and release Customer of its obligations under the Agreement regarding further payment for the Software.

7. **FRAUD DISCLAIMER/WARNING.** DataTel disclaims any express or implied warranty that the equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to long distance network). Customer is hereby warned that fraudulent use of the system, including but not limited to DISA, Auto-Attendant, Voice Mail, RATS, 800 and 900 service, as well as 10XXX, is possible, and Customer assumes the risk of such.
8. **MUSIC ON HOLD.** If Customer requests DataTel to connect a tuner or a CD player to the music on-hold feature, Customer must be aware that unlicensed public music performances by means of these devices may constitute an infringement of the United States Copyright Law. Under the U.S. Copyright Law, a license must be obtained for the public performance of copyrighted music. To 'perform a work' is defined as to recite, render, play, dance or act it either directly or indirectly by means of any device or process ... *including music services performed over telephone lines*. Non-dramatic performing rights in all copyrighted music are licensed in the United States through 3 organizations, each of which offers a different collection of music. They are: American Society of Composers, Authors and Publishers (ASCAP); Business Music, Inc. (BMI); SESAC (formerly the Society of European Stage Authors & Composers). Since the above 3 organizations license the performing rights to most of the copyrighted music played in the US today, most establishments must be licensed by all three to avoid wholesale copyright infringement. To license your organization, customer must pay each ASCAP, BMI and SESAC annual fees based on the number of trunk lines used to provide your music on-hold service. In addition to the performing rights, if customer wants to play a CD on-hold, they must obtain a license for the publishing rights, and the mechanical rights, as well as get permission from the performers themselves. If Customer chooses not to obtain appropriate licenses, Customer, as well as supervising individuals, can be sued in federal court and be subjected to substantial liability in the form of statutory damages. Customer understands Customer is responsible for obtaining the proper licenses required to transmit a radio, cassette, record, or CD through the music on-hold feature of its telephone system. Customer also understands that DataTel disclaims any liability arising out of failure to obtain such licenses.
9. **VOICE OVER IP 911 EMERGENCY DIALING AND HOOKING UP IP PHONES OVER THE INTERNET.** By using these services, Customer acknowledges and agrees to the following regarding the limitations of voice over IP 911 emergency dialing. Customer will advise all individuals who may have occasion to place calls over this service of these limitations.
- (a) A caller may not be able to place traditional 911 or e911 calls from IP telephones connected over the internet or on a local network. IP telephones offer a limited 911-type service but it differs in important respects from traditional 911 service. The 911 emergency service dispatcher may not be able to capture and/or retain automatic number or location information. This means the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, if a user dials 911 using an IP telephone, the user must immediately tell the dispatcher the user's location (or the location of the emergency, if different). The user must also take care to not disconnect the line, as the dispatcher may not have a phone number to use to call back. If the user is unable to speak and describe the location, the emergency dispatcher may not be able to locate the user.
 - (b) 911 dialing will not function correctly if the equipment is moved to a location other than that provided when the service is registered. In such event, in order to have 911 calling routed correctly, the service address must be updated.
 - (c) For all voice-over-IP applications which are delivered via the internet, internet usage levels and the number of router hops between locations could potentially affect voice quality. Hooking IP phones and systems over the internet also precludes the ability to add QOS which would otherwise guaranty voice quality.
 - (d) Customer agrees DataTel will not be liable for any service outage or inability to dial 911 or inability to access emergency service personnel due to the 911 dialing characteristics and limitations set forth above. Customer further agrees to defend, indemnify, and hold harmless DataTel, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with the service, from any and all claims, losses (including loss of profits or revenue), damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

DataTel

DocuSigned by:

By Brett Stimpson
 Name: Brett Stimpson Title: Technology Director
 Date: 9/26/2023

By _____
 Scott Langdon, President
 Date: _____



March 5, 2024

Governing Board and Management

Liberty Charter School, Inc.
P.O. Box 1901
Nampa, ID 83653

RE: *FY24 & FY25 Independent Audits*

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

Audit Scope and Objectives

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

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

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

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

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

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

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

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

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

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

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

Audit Procedures – Internal Control

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

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

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

Audit Procedures – Compliance

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

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

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

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

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

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

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

Reporting

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

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

Engagement Administration, Price, and Other

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

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

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

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

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

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

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

Service	Description	FY24	FY25
Financial Audit	Financial audit required by Idaho Code.	\$8,200	\$8,600
Form 990 Prep	Preparation of Form 990 which is required by IRS to maintain tax-exempt status.	\$1,050	\$1,100
Additional Services	Additional services - <u>only</u> if needed - see Appendix A.		

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

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

Very truly yours,

Quest CPAs PLLC

RESPONSE:

This letter correctly sets forth the understanding of the School.

Management signature:

Title:

Administrator

Date:

3/11/24

Governance signature*:

Title:

Date:

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

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available if needed.

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

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available if needed.

<u>Service</u>	<u>Description</u>	<u>FY24</u>	<u>FY25</u>
AFRA for GASB 75 OPEB (<u>only</u> if school implements this GASB)	For <u>GASB 75 OPEB</u> , providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures and RSI), and auditing.	\$1,750	\$1,750
MD&A document (<u>only</u> if school includes this document)	For <u>MD&A</u> (management's discussion and analysis document), providing assistance with proper document format/required elements and performing required procedures.	\$1,000	\$1,000
Bond ratios (<u>only</u> if school includes these in financial statement note disclosures)	For <u>Bond ratios</u> (that school includes in the financial statement note disclosures), providing assistance with proper format/computation, note disclosure, and auditing.	\$750	\$800
The following additional services, if needed, are billed at our standard hourly rate of \$150 / hour. Email/phone questions from clients are still very welcome and free of charge.			
Assistance with preparing yearend accrual entries	Assistance with preparing yearend accrual entries to ensure books are recorded in accordance with generally accepted accounting principles. <u>Note</u> : Minor adjustments (up to 5) are provided free and instructions on how to prepare accrual adjustments (so business managers can do this themselves) is provided free.	Billed at standard hourly rates	Billed at standard hourly rates
Written responses for technical inquiries regarding GASBs or consent disclosures for bond issuances to third parties (i.e. S&P, bond underwriters)	Written responses for technical inquiries regarding GASBs (i.e. 68/75) to third parties (S&P) or consent disclosures for bond issuances for third parties (underwriters) all require documentation and procedures on part of the auditor.	Billed at standard hourly rates	Billed at standard hourly rates



Remit Email: gopal.agarwal@powerschool.com
 Quote Date: 10-MAY-2024
 Quote #: Q-964670-1

Sales Quote - This is Not An Invoice

Prepared By: Gopal Agarwal
 Customer Name: Liberty Charter School
 Contract Term: 12 Months
 Start Date: 21-SEP-2024
 End Date: 20-SEP-2025
 Billing Frequency: Annually

Customer Contact: Alane McKnight
 Title: Employee
 Address: PO BOX 1901
 City: NAMPA
 State/Province: Idaho
 Zip Code: 83653
 Phone #:

Product Description	Quantity	Unit	Extended Price
Initial Term 21-SEP-2024 - 20-SEP-2025			
License and Subscription Fees			
PowerSchool SIS Hosting	509.00	Students	USD 3,008.19
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 556.39
PowerSchool SIS Maintenance and Support	511.00	Students	USD 3,699.64

License and Subscription Totals: **USD 7,264.22**

Quote Total

Initial Term	21-SEP-2024 - 20-SEP-2025
Amount To Be Invoiced	USD 7,264.22

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. 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 the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) 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 current subscription period.

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: Eric Shander

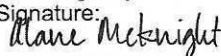
Title: Chief Financial Officer

Date: 9-MAY-2024

PO Number: _____

Liberty Charter School

DocuSigned by:

Signature: 
15D122B656EA4C2...

Printed Name:

Alane McKnight

Job Title:

Clerk

Date:

17-Jun-2024



Invoice

Date 06/20/2024
Invoice# INV405545
Due Date 09/21/2024
Customer ID 10002757

Bill To
Brett Stimpson
Liberty Charter School
PO BOX 1901
NAMPA ID 83653
United States

Ship To
Brett Stimpson
Liberty Charter School
1063 E Lewis Ln
Nampa ID 83686-8843
United States

VAT:

PO#	Quote#	Customer Success Manager			
Q-964670-20240510-2108	Q-964670	Ipshita Das			
Product Description	Qty	Unit	Tax	Unit Price	Extended Price
HS-PS-S-PSH: PowerSchool SIS Hosting Invoice Period: 09/21/2024 - 09/20/2025	509	Students	\$0.00	5.91	\$3,008.19
HS-PS-S-PSSL: PowerSchool SIS Hosting SSL Certificate Invoice Period: 09/21/2024 - 09/20/2025	1	Each	\$0.00	556.39	\$556.39
MS-PS-S-PSMSR: PowerSchool SIS Maintenance and Support Invoice Period: 09/21/2024 - 09/20/2025	511	Students	\$0.00	7.24	\$3,699.64

Subtotal	Tax Total	Total (USD)
\$7,264.22	\$0.00	\$7,264.22
		Amt. Due (USD)
		\$7,264.22

Pay Now

Thank you for your business

Remit by Check (US Mail Only): POWERSCHOOL GROUP LLC PO BOX 888408 LOS ANGELES, CA 90088-8408	Remit by Check (Courier): LOCKBOX SERVICES POWERSCHOOL GROUP LLC - Box 888408 3440 FLAIR DRIVE, 4th FLOOR EL MONTE, CA 91731	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBUIUS6S (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-357-9934 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice.



741 W Greenhurst Rd
Nampa ID 83686-2913
(208) 860-2885
greenbladeslawn@yahoo.com

Charter Schools
schoolclerk32@gmail.com

March 12, 2024

2024 Lawn Maintenance

We propose to provide the following services with the subsequent fees to Liberty, Victory and Legacy Charter Schools.

Weekly Lawn Care

We will provide, on a weekly basis, the lawn mowing, trimming, edging, and blowing off walkways for a total fee of \$330.00 per school per service. This includes the ditch by Lewis Lane. The season is estimated to last approximately 30 weeks (April thru October).

Weed & Feed

There will be 4 applications during the season at each school location. Liberty will be \$645.00 per app, Victory \$715.00 per app, and Legacy \$645.00 per app.

Sprinkler Repair

Any needed on-going repairs or sprinkler coverage adjustments to the irrigation system will be provided at an hourly rate of \$45.00, plus the cost of parts. In the event of any carelessness on our part, we will repair or replace broken heads at no charge.

Weed Control

Spraying weeds in rock areas, vacant areas, and cracks will be \$115.00 per application as needed.

Irrigation

At the start of the season, we will activate the sprinkler system for \$300.00 per school location.

At the end of the season, we will winterize the sprinkler system (blowout the lines) for \$450.00 per school location.

Aeration

Spring lawn aeration can be provided at each location for \$1,800.00 per school.



741 W Greenhurst Rd
Nampa ID 83686-2913
(208) 860-2885
greenbladeslawn@yahoo.com

Description	Liberty	Victory	Legacy
Weekly Mowing (x30)	\$ 330.00	\$ 330.00	\$ 330.00
Weed & Feed Applications (x4)	645.00	715.00	645.00
Sprinkler Repair – as needed + parts	45.00/hr	45.00/hr	45.00/hr
Weed Control spraying – as needed	115.00	115.00	115.00
Irrigation Startup	300.00	300.00	300.00
Irrigation Winterization	450.00	450.00	450.00
Aeration	1,800.00	1,800.00	1,800.00

Please give me a call if you have any questions.

Thank you,

Brian McDonald
Manager
Green Blades, LLC

* All contracts are continuous unless cancelled. *



PROUD TO BE PARTNERS IN SAFETY WITH OSHA
6428 Business Way • Boise, Idaho 83716-0550 • Phone 343-5423 • Fax 343-5446

SERVICE AGREEMENT RENEWAL

* HVAC License #: HVC-C-4612

* Contractor License #: RCE-7459

7/17/2023

To: General Manager

Re: Liberty Charter School/McKnight Bryant Center
Nampa, Idaho

Hobson is pleased to offer this annual maintenance agreement quote to service your HVAC equipment. This coverage includes work to be performed during normal business hours (7:30-3:30) weekdays, excluding weekends and holidays. This work will be scheduled for minimal equipment down time. All HVAC equipment will be checked and tested. Any repair work required will be brought to your attention, and you will be provided with a complete quote. If you prefer, arrangements may also be made to perform the work on a time and materials basis with our preferred service labor rate charged at \$85.00 per hour with parts charged at list (to include all sales taxes) minus 15%. Hobson offers 24-hour services and has technical personnel on call at all times. We can accommodate after hours service, which will be charged at 1½ times for weekdays and Saturdays, and 2 times for Sundays and Holidays. We will guarantee a 24-hour service response time, and in most cases, an emergency response time of less than 4 hours can be expected.

Included Items:

1. Filters 4 times a year
2. 1 coil cleaning per year
3. Belts 1 time a year
4. Lubricants
5. Cleaners
6. Wire terminations

Excluded Items:

1. Replacement Parts
2. Refrigerants/Oils
3. Motors
4. Electrical Components
5. Repairs

Total annual cost
Billed Quarterly at

\$ 6333.50
\$ 1583.38

Very Best Regards,

Monty Seal
Service Manager

Accepted by: _____ Date: _____

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is effective July 1, 2022, and entered into between AssetWorks Risk Management Inc. dba Go Solutions ("AssetWorks"), with offices at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 and Liberty Charter School ("Client"), with offices at 9955 Kris Jensen Ln, ID, 83686-0000. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Software as a Service, Maintenance, and Services. Subject to the terms and conditions of this Agreement and the payment of fees hereunder, AssetWorks will provide Client with the following:

1.1 Software as a Service. AssetWorks will provide Client with access, through a website or designated IP address, to its proprietary software identified on Schedule A ("Software") which is maintained by AssetWorks in a hosted environment at a third-party data center ("SaaS").

1.2 Maintenance.

1.2.1 AssetWorks will provide: (i) support during normal business hours (Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available ("Maintenance"). Requests for support may be submitted to AssetWorks by Client via methods provided by AssetWorks. "Update" means the latest updates, modifications, and enhancements to the Software, including corrections of errors, which relate to the operating performance of the Software.

1.2.2 Maintenance does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Client's computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom. For clarity, AssetWorks is not responsible for errors or defects of Client or third-party software or hardware.

1.3 Services. AssetWorks will provide Client with services including, but not limited to, data conversion, system configuration, interface provisioning, professional development, training, consultation, custom reporting, custom changes, programming, and other related services selected by Client and identified in Schedule A or a separate signed quote or statement of work referencing this Agreement ("Services"). Administrative, reimbursement, and audit Services provided in support of the SaaS will be performed in accordance with Section 11.2. The Services do not include Maintenance.

2. Rights and Permitted Use.

2.1 Subscription. Subject to the terms and conditions of this Agreement, AssetWorks grants to Client a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Client's internal business operations. "Authorized Users" mean Client's employees or independent contractors working within their job responsibilities or engagement by Client or other end user for which AssetWorks has granted Client the right to use the SaaS. "Documentation" means documentation in the form of instructions and manuals provided by AssetWorks, including electronically via a link within the SaaS, that describes the function and use of the SaaS.

2.2 Restrictions. Client will not (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Client's Authorized Users; (iv) interfere with or disrupt the integrity or

performance of the SaaS or third party data contained therein; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; or (vi) remove any proprietary notices or labels.

2.3 Ownership. AssetWorks owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; and (iv) any software, applications, inventions or other technology provided or developed in connection with the Software or the SaaS. For clarity, Client obtains no interest in the Software, SaaS, or Documentation except as expressly provided in this Agreement.

2.4 Client Data. Client shall retain all right, title, and interest in and to the data which is Client created or owned and provided to AssetWorks or to which AssetWorks has access in connection with the Services or use of the SaaS, including Client information, data, records, and reports ("Client Data"). Client shall, in a timely manner, provide AssetWorks with all reasonably requested Client Data determined by AssetWorks as necessary for performing the Services. Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the Term of this Agreement to use Client Data to the extent necessary to provide the SaaS, Services, and Maintenance. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and AssetWorks will be free (during and after the Term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other AssetWorks offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

3. Fees and Payment.

3.1 Fees. Client shall pay the fees set forth in Schedule A. AssetWorks may increase the fees on an annual basis.

3.2 Payment. Client agrees to pay all fees within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge, and Client agrees to pay, a late payment fee on the unpaid balance from the due date until paid equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

4. Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are collectively referred to as the "Term" of this Agreement.

4.2 Termination. Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof.

4.3 Effect of Termination. Upon termination of this Agreement, Client's subscription to the SaaS will end and Client shall immediately cease using the SaaS and, if requested, certify to AssetWorks within thirty (30) days after termination that Client has deleted or destroyed any copies of Documentation in its possession. If the Agreement is terminated, upon Client's request provided at least thirty (30) days prior to the date of termination, AssetWorks will provide a standard media download of the Client Data for an additional fee charged at AssetWorks' standard rates. Custom downloads or handling of Client Data are subject to an additional fee. Termination of this Agreement shall not release Client from the obligation to pay fees due hereunder for the SaaS, Maintenance, and Services provided prior to

the date of termination. AssetWorks may maintain records related to this Agreement after termination as required in accordance with applicable laws, subject to Section 5.

4.4 Suspension or Termination of SaaS. AssetWorks may suspend or terminate Client's access to the SaaS if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of written notice. AssetWorks reserves the right to temporarily suspend the SaaS based on its good faith belief that it is necessary to protect the integrity of the SaaS. If the Agreement is terminated pursuant to this Section 4, AssetWorks may terminate Client's access to the SaaS as of the termination date.

5. Confidentiality.

5.1 Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Software, Documentation and any related data, and any quantitative analysis of the Software or performance of the Software are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

5.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 Non-Disclosure and Non-Use. The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

6. Service Availability.

6.1 The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any downtime attributable to Client or third parties, or for which AssetWorks is not responsible including, but not limited to interruptions and delays inherent in internet communications).

6.2 AssetWorks will use commercially reasonable efforts to ensure that the web pages generated with the SaaS will be served (i.e., delivered from AssetWorks' internal network or that of its internet service provider) promptly regardless of the level of traffic to AssetWorks' servers, subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Client acknowledges that problems with the internet, equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the SaaS or data stored within the SaaS. AssetWorks is not liable for any delays, interruptions, suspensions, or unavailability of the SaaS or the data stored within the SaaS beyond AssetWorks' control, attributable to problems with the internet or the configuration of Client's computer systems.

7. Data.

7.1 Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client will not submit or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.

7.2 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, AssetWorks agrees that it shall: only process Client's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Client from time to time; (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Client any requests, notices, or other communication from data subjects, data protection or other law enforcement authority, for Client to resolve.

7.3 AssetWorks shall notify Client as soon as reasonably possible upon discovery of any data security incident impacting Client Data. AssetWorks shall not be responsible for any loss or damage to Client Data to the extent that such loss or damage was caused by Client or a third party.

8. Representations and Warranties.

8.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

8.2 Limited Warranty. AssetWorks warrants the SaaS will conform in all material respects to the Documentation and the Services will be provided in compliance with the terms of this Agreement. The warranties set forth in this Section 8.2 will not apply if: (i) the SaaS is not used in accordance with AssetWorks' instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data, or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than AssetWorks; or (iv) non-conformance or non-compliance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Client's computer system used to access the SaaS, (b) Client's failure to perform its responsibilities hereunder, or (c) Client's negligence or willful misconduct. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to correct errors affecting conformance or compliance, provided that Client has given written notice of non-conformance or non-compliance to AssetWorks within ninety (90) days of discovery of the error. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

8.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CLIENT'S REQUIREMENTS.

8.4 Client Responsibilities. Client represents that it is fully responsible for: (a) the content of any Client Data; (b) assigning a primary Client representative to coordinate with AssetWorks regarding the SaaS, Services, and Maintenance; (c) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Client and its Authorized Users; (d) Client's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.); (e) reasonably analyzing suspected problems to determine their specific nature and possible causes before contacting AssetWorks for assistance and then subsequently informing AssetWorks of any problems encountered in a timely manner; (f) enlisting clinicians with appropriate background and credentials to conduct screening examinations, as applicable, and review such clinician credentials to determine whether they are meet State specified minimum criteria; (g) making good faith efforts to successfully pursue and defend reimbursement claims filed with the State, local government, or any agency or department thereof relating to the Services, including without limitation, assistance in grant appeals and all other legal proceedings. Client acknowledges that the SaaS is intended to perform with the system requirements specified in the Documentation or instructions provided by AssetWorks to Client, as those may be updated from time to time. AssetWorks assumes no responsibility for: (i) failure of the SaaS based upon Client's failure to comply with such system requirements; (ii) the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Client has made changes to its system hardware/software configuration without prior notification and written approval by AssetWorks; or (iii) operation or performance of any Client or third-party application.

9. Indemnification.

9.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the SaaS within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, that Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

9.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its expense: (i) procure the right for Client to continue using the SaaS; (ii) replace or modify the SaaS so that it becomes non-infringing, without materially decreasing the functionality of the SaaS; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the SaaS fee paid by Client for the period in which the SaaS was affected by such infringement.

9.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the SaaS made by anyone other than AssetWorks; (ii) use of the SaaS in combination with any software or other technology not supplied by AssetWorks or in which the SaaS was not intended to be used as specified in the Documentation, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the SaaS contrary to the terms of this Agreement or the Documentation.

9.4 THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

9.5 Client shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to the exclusions set forth in Section 9.3 or any violation of Sections 2.2 or 7.1.

10. Limitation of Liability.

10.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

10.2 AssetWorks' entire liability under this Agreement or in any way related to the SaaS, Maintenance, or Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to this Agreement during the twelve (12) month period immediately preceding the Claim.

11. General.

11.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State in which Client resides without regard to conflicts of law principles.

11.2 Compliance with Laws. Each party will perform its responsibilities hereunder in compliance with all federal, state, and local laws, rules, and regulations applicable to such party.

11.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

11.4 Modification and Waiver. Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

11.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective party.

11.6 Remedies. The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 5, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

11.7 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

11.8 Force Majeure. Neither party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement, if such delay or failure result from unforeseeable events, circumstances, or causes beyond its reasonable control, including, but not limited to: natural hazards or acts of nature

(such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

11.9 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

11.10 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

11.11 Entire Agreement. This Agreement, including schedules or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

11.12 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Liberty Charter School District

AssetWorks Risk Management Inc.
dba Go Solutions

By: [Signature]

By: _____

Name: _____

Name: _____

Title: Board Chair

Title: _____

Date: 7/14/22

Date: _____

SCHEDULE A

This Schedule A sets forth details regarding the SaaS subscription and services (if applicable) and the corresponding fees.

QUANTITY	ITEM DESCRIPTION	AMOUNT
1	SET-UP AND IMPLEMENTATION (including initial database setup, integration implementation, on-going capacity planning, backup, archival and retrieval subsystems, security monitoring)	Included
1	MEDICAID ELIGIBILITY VERIFICATION (including on-going 270 submission, 271 retrieval and processing, and manual verification if necessary)	Included
1	ENCOUNTER VERIFICATION (including review of proper CPT and ICD10 coding, review of applicable CPT code limits, and IEP prescribed service comparison)	Included
1	CLAIM SUBMITTAL (generation of 837 transaction set and interface with the State for submission, TA1 and 997 transaction set processing to ensure valid transfer)	Included
1	REMITTANCE ADVICE BALANCING (loading and processing of the 835 transaction set, including payment posting and balancing of submitted versus received)	Included
1	DENIAL REVIEW AND RESUBMISSION (claim and service line level review of denied claims, review of student eligibility, provider licensing, that could result in resubmissions)	Included
1	MANAGEMENT REPORTS TRAINING	Included
1	ON-GOING SYSTEM MODIFICATIONS (required State and/or Federal system modifications)	Included
1	ON-GOING USER AND ADMINISTRATOR SUPPORT	Included
1	iTracks IEP Solution	Included
1	Physician Referrals (no claims will be submitted without ensuring that a timely referral has been obtained for the services identified in the student's IEP).	Included
1	Guardian Digital Signatures	Fee Available Upon Request
1	Additional Modules: Section 504 English Learner Data Management RTI/MTSS	Fee Available Upon Request
Fee:		Fee: 6% administrative fee for all Medicaid reimbursements.

(such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

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11.11 Entire Agreement. This Agreement, including schedules or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

11.12 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Liberty Charter School District

AssetWorks Risk Management Inc.
dba Go Solutions

By: Shula Bryant

Name: Shula Bryant

Title: Board Chair

Date: 7/14/22

By: Christian Gutierrez

Name: Christian Gutierrez

Title: General Manager

Date: 07/26/2022

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between (**Liberty Charter School**) (the "Covered Entity") whose principal address is: 9955 Kris Jensen Ln, Nampa, ID, 83686 and **AssetWorks Risk Management Inc. dba Go Solutions** (the "Business Associate") whose principal address is: 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220, shall commence on (**July 1st, 2022**) (the "Effective Date").

RECITALS

WHEREAS, the Covered Entity previously has entered into an underlying agreement with the Business Associate, whereby the Business Associate has agreed to provide certain services to the Covered Entity (the "Service Agreement");

WHEREAS, to provide such services to the Covered Entity under the Service Agreement, the Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Genetic Information Nondiscrimination Act of 2008 ("GINA");

WHEREAS, to comply with the requirements of the Privacy Standards, the Covered Entity must enter into this Agreement with the Business Associate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

If terms are used, but not otherwise defined under this Business Associate Agreement, such terms shall then have the same meaning as those terms in the Privacy Rule.

(a) "Covered Electronic Transactions" shall have the meaning given the term "transaction" in 45 CFR §160.103.

(b) "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.

(c) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, subparts A and E.

(e) "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.

(f) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(g) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, in 45 CFR Part 160 and Part 162.

(i) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(j) "Security Rule" shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.

(k) "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103

(l) "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

(a) ***Permitted Uses and Disclosures.*** The Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on the Covered Entity's behalf or receives from the Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on the Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

(i) **Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.

(ii) **Business Associate's Operations.** For the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:

(A) The disclosure is Required by Law; or

(B) The Business Associate obtains reasonable assurance from any person or entity to which the Business Associate will disclose the Covered Entity's Protected Health Information that the person or entity will:

(1) Hold the Covered Entity's Protected Health Information in confidence and use or further disclose the Covered Entity's Protected Health Information only for the purpose for which the Business Associate disclosed the Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify the Business Associate (who will in turn notify the Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of the Covered Entity's Protected Health Information was breached.

(iii) Minimum Necessary. The Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that the Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Covered Entity is required to limit its use, disclosure or request to the minimum necessary. The Business Associate and the Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(b) Prohibition on Unauthorized Use or Disclosure. The Business Associate will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by the Covered Entity or as Required by Law. This Agreement does not authorize the Business Associate to use or disclose the Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule if done by the Covered Entity.

(c) Information Safeguards.

(i) Privacy of the Covered Entity's Protected Health Information. The Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of the Covered Entity's Protected Health Information. The safeguards must reasonably protect the Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

(ii) Security of the Covered Entity's Electronic Protected Health Information. The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality,

integrity, and availability of Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on the Covered Entity's behalf as required by the Security Rule.

(iii) Policies and Procedures. The Business Associate shall maintain written policies and procedures, conduct a risk analysis, and train its workforce.

(d) Subcontractors and Agents. The Business Associate will require any of its subcontractors and agents, to which the Business Associate is permitted by this Agreement or in writing by the Covered Entity to disclose the Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to the Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to the Business Associate under this Agreement.

(e) Prohibition on Sale of Records. As of the effective date specified by HHS in final regulations to be issued on this topic, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

(f) Penalties for Noncompliance. The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

III. Compliance with the Electronic Transactions Rule

If the Business Associate conducts in whole or part electronic Transactions on behalf of the Covered Entity for which HHS has established standards, the Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule.

IV. Obligations of the Covered Entity

The Covered Entity shall notify the Business Associate of:

(a) Any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information;

(b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

VI. Individual Rights

(a) **Access.** The Business Associate will, within twenty-five (25) calendar days following the Covered Entity's request, make available to the Covered Entity or, at the Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of the Covered Entity's Protected Health Information about the individual that is in the Business Associate's custody or control, so that the Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the individual shall have the right to obtain, from the Business Associate, a copy of such information in an electronic format. The Business Associate shall provide such a copy to the Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the individual or the Covered Entity.

(b) **Amendment.** The Business Associate will, upon receipt of written notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of the Covered Entity's Protected Health Information, so that the Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) **Disclosure Accounting.** To allow the Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528.

(i) **Disclosures Subject to Accounting.** The Business Associate will record the information specified below ("Disclosure Information") for each disclosure of the Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that the Business Associate makes to the Covered Entity or to a third party.

(ii) **Disclosures Not Subject to Accounting.** The Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of the Covered Entity's Protected Health Information if the Covered Entity need not account for such disclosures.

(iii) **Disclosure Information.** With respect to any disclosure by the Business Associate of the Covered Entity's Protected Health Information that is not excepted from disclosure

accounting, the Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) Disclosure Information Generally. Except for repetitive disclosures of the Covered Entity's Protected Health Information as specified below, the Disclosure Information that the Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which the Business Associate made the disclosure, (3) a brief description of the Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

(B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of the Covered Entity's Protected Health Information that the Business Associate makes for a single purpose to the same person or entity (including the Covered Entity), the Disclosure Information that the Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last repetitive accountable disclosures.

(iv) Availability of Disclosure Information. The Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates (three (3) years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). The Business Associate will make the Disclosure Information available to the Covered Entity within fifty (50) calendar days following the Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by the HHS with respect to disclosures related to an Electronic Health Record, the Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual.

(d) Restriction Agreements and Confidential Communications. The Business Associate will comply with any agreement that the Covered Entity makes that either (i) restricts use or disclosure of the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that the Covered Entity notifies the Business Associate in writing of the restriction or confidential communication obligations that the Business Associate must follow. The Covered Entity will promptly notify the Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct the Business Associate whether any of the Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. The Business Associate will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and

is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

VII. Breaches and Security Incidents

(a) Reporting.

(i) Privacy or Security Breach. The Business Associate will report to the Covered Entity any use or disclosure of the Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of the Covered Entity's Unsecured Protected Health Information. The Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. The Business Associate will make the report to the Covered Entity's Privacy Official not more than fifty (50) calendar days after the Business Associate learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, the Business Associate may delay notifying the Covered Entity for the applicable time period. The Business Associate's report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;

(B) Identify the Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;

(D) Identify what corrective or investigational action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

(F) Provide such other information, including a written report, as the Covered Entity may reasonably request.

(ii) Security Incidents. The Business Associate will report to the Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of the Covered Entity's Electronic Protected Health Information or (B) interference with the Business Associate's system operations in the Business Associate's information systems, of which the Business Associate becomes aware.

VIII. Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date and terminate when all Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) Right to Terminate for Cause. The Covered Entity may terminate this Agreement if it determines, in its sole discretion, that the Business Associate has breached any provision of this Agreement, and upon written notice to the Business Associate of the breach, the Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in the Covered Entity's notice of termination.

(i) Return or Destruction of Covered Entity's Protected Health Information as Feasible.

Upon termination or other conclusion of this Agreement, the Business Associate will, if feasible, return to the Covered Entity or destroy all of the Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Covered Entity's Protected Health Information. This provision shall apply to the Covered Entity's Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Further, the Business Associate shall require any such subcontractor or agent to certify to the Business Associate that it returned to the Business Associate (so that the Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(ii) Procedure When Return or Destruction Is Not Feasible. The Business Associate will identify any of the Covered Entity's Protected Health Information, including any that the Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to the Covered Entity or destroyed and explain why return or destruction is infeasible. The Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(iii) Continuing Privacy and Security Obligation. The Business Associate's obligation to protect the privacy and safeguard the security of the Covered Entity's Protected Health

Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

IX. Miscellaneous Provisions

- (a) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.
- (b) **Inspection of Internal Practices, Books, and Records.** Upon reasonable prior written notice, the Business Associate will make its internal practices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Information available to the Covered Entity and to HHS during regular business hours to determine compliance with the Privacy Rule.
- (c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects the Business Associate or the Covered Entity's obligations under this Agreement, this Agreement will automatically amend such that the obligations imposed on the Business Associate or the Covered Entity remain in compliance with the final regulation or amendment to the final regulation.
- (d) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- (e) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (f) **Survival.** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- (g) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- (h) **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested, by overnight delivery, or facsimile or electronic mail transmission with receipt acknowledged. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.
- (i) **Entire Agreement; Modification.** This Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the parties.
- (j) **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

"Business Associate" – AssetWorks Risk Management Inc. dba Go Solutions

Signature: _____

Print Name: _____

Title: _____

Date: _____

"Covered Entity" – Liberty Charter School

Signature: _____

Print Name: _____

Title: Board Chair

Date: 7/14/22

Signature: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

"Business Associate" – AssetWorks Risk Management Inc. dba Go Solutions

Signature: Christian Gutierrez
Print Name: Christian Gutierrez
Title: General Manager
Date: 07/26/2022

"Covered Entity" – Liberty Charter School

Signature: [Signature]
Print Name: [Signature]
Title: Board Chair
Date: 7/14/22

Signature: _____
Print Name: _____
Title: _____
Date: _____

Contract for School Psychologist Services
Liberty Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Liberty Charter School beginning August 1st, 2022 and ending June 30, 2023 with automatic renewal unless either party terminates the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.


Provider agrees to provide the following services as an independent contractor:

1. To provide the Charter School with School Psychological services as a qualified and certified school psychologist.
2. To provide screenings, evaluations, consultations, Medicaid billing, participate in meetings and report writing as requested and needed by the Charter School within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter School and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter School agrees to:

1. Pay for services at the rate of \$125.00 an hour on a monthly basis.
2. Provide needed records and materials to provide these services.

Agreed and Accepted by:

Name: Leena Weaver  Title: School Psychologist Date: 6/20/2022

Name: _____ Title: Board Chair Date: 7/14/22

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement (the "Agreement") is effective July 30, 2021, between Liberty 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:

9955 Kris Jensen Way
Nampa, ID 83686

And: BMed, Inc. ("BMed"), 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 operates a Harbor School Method™ charter school (the "Program");

WHEREAS BMed is the founder of the Harbor School Method™, an effective method for elementary and secondary education, 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 wants to continue the Harbor School Method™ and considers that BMed's expertise will enable the School to successfully operate its Program and ensure it meets all of the qualifications and requirements necessary to operate as a Harbor School Method™ charter school;

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

WHEREAS the School wishes to engage BMed to provide the Harbor School Method™ to the School on the terms and conditions set out below, to assure that such method is properly and consistently implemented, and BMed is prepared to enter into the present Agreement with the School;

WHEREAS, the parties desire to clarify that the annual fees hereunder have always been intended to be fixed annual fees of Fifteen Thousand and 00/100 Dollars (\$15,000.00), that said Fifteen Thousand and 00/100 Dollars (\$15,000.00) shall be upon the retirement of BMed founder, Rebecca Stallcop retires from her position as School Administrator. Until that time BMed will be paid the annual sum of One

Hundred and 00/100 Dollars (\$100.00);

WHEREAS, the Parties desire to clarify that the intended purpose of this Agreement is for the School to have available and to use the Harbor School Method™ and to have the assistance and review by BMed to assure that such educational method is properly implemented; and

WHEREAS, the School and BMed are parties to an Agreement dated June 1, 2012, as amended on February 14, 2013, August 11, 2016, and further amended March 11, 2020 and hereby agree to further clarify the terms of that Agreement in its entirety as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT

The School hereby engages BMed to provide consultation, expertise and review in the operation of the School under the Harbor School Method™ as specifically set out in the Agreement and such services as may, from time to time, be requested by the School. Such services shall be provided by BMed and through such other agents and supervisors as may be named by BMed.

2. TERMS AND RENEWAL

2.1 The terms of the Agreement shall run until July 30, 2026, being not later than five (5) years from the date of this Agreement unless sooner terminated or subsequently continued in accordance with the terms and conditions of the Agreement.

2.2 BMed 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 BMed'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 BMed no later than two (2) weeks after receipt of the said offer. Any proposed changes in the 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 BMed shall be paid an annual fee for its services for each subsequent year in the amount of One Hundred and 00/100 Dollars (\$100.00), until

Rebecca Stallcop retires, at which time the annual fee will immediately increase to Fifteen Thousand and 00/100 (\$15,000.00) annually. An invoice for said fee shall be submitted on or before July 1 of each year to the School's Governing Board and said fees shall be fixed as set forth above for the balance of this Agreement; which is the same annual fee that has been charged since the inception of this Agreement. The Parties further clarify that there is no deferral of fees, and that all fees are present, due and owed at that the time of the invoice, and that no additional fee shall be assessed or paid at any time, for any reason, unless specifically agreed to in writing by both Parties.

4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BMED

BMed's rights, duties and responsibilities towards the School shall include, but not be limited to the following services and actions to assure that the Harbor School Method™ is properly followed:

- 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 advise on projected School budgets prior to their submission by the Administrators to the School's Governing Board for board approval;
- Review and advise on School purchases;
- Review and advise on staff evaluations, including related 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 BMed'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:

- (a) The School becomes insolvent and/or the School's charter is revoked;
- (b) The School fails, refuses or neglects to promptly pay any monies owing BMed when due under this Agreement;
- (c) BMed in its discretion determines that the School has failed to properly follow the Harbor School Method™.

5.2 BMed shall be deemed to be in default under this Agreement at the occurrence of any of the following events:

- BMed 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™, will have no right to use the Harbor School Method™ 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 Stallcop, Mark A. Wachsmuth, and two Harbor Method Founders will succeed her and have equal control of BMed; in such event, 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, agreed 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 BMed harmless from any liability under any contract entered into with any third party relating to this Agreement, and to reimburse BMed the amount of any expense with BMed may make or incur in connection with such contracts.

7.3 The School further undertakes to Indemnify and hold harmless BMed from any claim made by any person for any relief whatsoever whether or not arising out of any act or omission of BMed or any person acting under its supervision, whether or not the claim is well-founded.

7.4 The Parties agree that the Board of Directors, by majority action, maintains sole and exclusive control over the School and all matters pertaining thereto, except BMed's right to withdraw approval of the Harbor Method™ designation as elsewhere set forth in this Agreement. Furthermore, and in accordance with applicable law, it is the Board President, not the School Administrator, who acts as CEO of the School, and it is the Board that correspondingly bears sole and exclusive responsibility for all actions of the School and its property, including its

loss or destruction.

7.5 The Parties agree that no member of BMed, now or in the future, will ever sit as a member of the School's Board of Directors.

7.6 BMed understands and agrees that it will not take any tax position inconsistent with or contrary to the School's, and that BMed has no right or interest in the School's net profits, nor does it share any responsibility for the School's losses.

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 BMed 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 BMed of any payments due to it hereunder shall be deemed to be a waiver by BMed 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:

Liberty Charter School, Inc.
9955 Kris Jensen Way
Nampa, ID 83686

BMed, Inc.
2422 12th Ave Road, 1#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.

LIBERTY CHARTER SCHOOL, INC.

BMED, INC.


Sheila Bryant, President
Liberty Charter School Governing Board

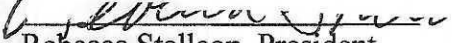

Rebecca Stallcop, President
BMed, Inc.

EXHIBIT A

Harbor School Method™ Criteria

(Attached)

First Amendment to Terms and Conditions

This First amendment to the Terms and Conditions ("Terms") which is attached to and incorporated into the Master Service Agreement entered into on March 19, 2019 by and between Fatbeam, LLC ("Fatbeam") and Liberty Charter School ("Customer") is effective on July 1, 2022 ("First Amendment"). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Master Service Agreement or Terms.

RECITALS

WHEREAS, Fatbeam and Customer are parties to the Terms which is attached to and incorporated into that certain Master Service Agreement entered into on March 19, 2019 ("Agreement");

WHEREAS, Fatbeam and Customer seek to amend the Agreement to document the specific needs of the Parties, as more fully provided below.

NOW, THEREFORE, in consideration of the foregoing, Fatbeam and Customer hereby agree as follows:

1. **Service Term.** Per Managed Internet Access Agreement, signed March 19, 2019, section 3, this amendment is to exercise the 1st of (3) 3yr renewal options. This will leave (2) 3yr auto renewal option available in the original contract

300M Internet at 9955 Kris Jensen Ln, Nampa, ID 83686

MRC - \$1400.00

Contract term will be July 1, 2022 thru June 30, 2025.

2. **Agreement in Full Force and Effect.** Except as provided above, the Agreement is unmodified hereby and remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this document as of the date and year first above written.

FATBEAM, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Liberty Charter School

Signature: Sharla Bryant

Name: Sharla Bryant

Title: Board Chair

Date: 3/16/22

Occupational Therapy Service Contract

This agreement for services (hereinafter referred to as "Agreement") is entered into by and between **Foundations Pediatric Therapy PLLC** - (hereinafter referred to as "Provider or Occupational Therapist or OT") and **Liberty Charter School** (hereinafter referred to as School).

Recital

Provider and School hereby covenant and agree as follows:

1. Provider agrees:

- 1.1 To provide School with Occupational Therapy services through the utilization of a qualified, certified and/or licensed occupational therapist or occupational therapy assistant under the supervision of an occupational therapist. The OT/OTA will maintain a current Idaho Occupational Therapy License, and abide by all licensure rules, ethics, and OT practice guidelines.
- 1.2 To provide screenings, evaluation, and treatment for individuals and/or groups; and relevant education and training to staff on topics related to Occupational Therapy and student performance in school environments when requested or appropriate to facilitate student progress.
- 1.3 To provide a monthly statement based on a fee of \$78 per hour for services provided by an OTA and \$85 per hour for services provided by the OTR to include treatment, and all other services / work on behalf of Liberty Charter School ie: evaluations, meetings, scheduling, documentation / paperwork, staff trainings, communications with school staff and/or parents, email correspondence, etc. Services including evaluations may be provided via virtual means as needed, although efforts to conduct therapy in person will be made.
- 1.4 To maintain the necessary records as required by SIS, OT Practice Act, therapy reimbursement sources - such as Medicaid - and requirements of State Dept. of Education Special education guidelines. If school requests handwritten medicaid forms, they will be billed for the extra time required for completion.
- 1.5 To provide administrative services necessary for the completion of required reports and records as required by School, OT Practice Act, and Special Education rules and regulations.
- 1.6 To provide all required documentation for meetings as necessary that are specific to student outcomes or school policies; OT/OTA agrees to attend meetings and "staffing" as often as possible, either in person or virtual attendance via audio / video conference.
- 1.7 To provide proof of liability insurance.
- 1.8 To provide documentation for mileage reimbursement, applicable for non-routine / impromptu visits to school when requested.

2. School agrees:

- 2.1 School agrees to payment at the rates set forth above for services provided. Furthermore, School agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments at the rate of one percent (1%) per month for each statement past due.

2.2 To provide consumable and non consumable materials (e.g diagnostic, therapy, copier / printer) necessary for therapy management / implementation such as adaptive paper, pencil grips, pencils, white board markers erasers etc. Any treatment / diagnostic materials including therapy assessments, protocols, and / or therapy supplies / equipment, purchased by School will remain with the school district at the termination of this contract. Any items purchased by Provider will remain with the provider at the termination of the contract. Any test protocols utilized by the OT for student eligibility will be reimbursed at \$8/protocol.

2.3 To provide adequate / functional space in which Occupational Therapy can be delivered in accordance with program philosophy.

2.4 To make records of students available to Provider as necessary to provide services.

2.5 To provide invitations to meetings and requests for documentation, (ie. Progress Reports) in advance to ensure Provider has ample time for document preparation.

2.6 To provide reimbursement for any required fingerprinting or background checks - limited to no more than two per school year.

3. Other Terms

3.1 The terms of this Agreement shall begin on the date of execution and cease on May 30, 2025, with automatic renewal annually unless either party terminates the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

3.2. School agrees to retain all required records for provision of services contemplated herein for a period of three (3) years or the length required by law whichever is more.

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 WHERE OF, the parties hereto have caused this Agreement to be executed on this day of 6-25-24.

By Provider: Tiffany Pollock
Tiffany Pollock, Foundations Pediatric Therapy

Date: 6-25-24

By School: SHEILA BRYANT
Print Name

Date: 6/19/24

Liberty Charter School - New Business

Quote created: May 15, 2024 Reference: 20240515-220611862

Liberty Charter School

9955 Kris Jensen Lane
Nampa, ID 83686
United States

Brett Stimpson

bstimpson@libertycharterschool.com
+12089895183

Comments

Thank you for your interest in BrightArrow.

To move forward with our services, please complete the following three steps:

Step 1: Review the quote below and click the "Verify to Sign" button to start the e-sign process.

Step 2: [click this link](#) to fill out the contact information required to set up your account.
NOTE: You will be asked to pick a desired "Train the Trainer" date. The earliest date to input would be 6/25/24. This allows time for your plug-in to be built and installed. You will also be asked when the anticipated date is the invoice will be processed or paid. We will still invoice now but place the payment terms accordingly.

Step 3: Please send me an email advising on how payment will be made. (ACH, PO, CC, or check) Include the PO number in the email

Thank you and we look forward to working with you.
[BrightArrow Subscription Standard Terms and Conditions](#)

Nicole Lieder - Account Executive BrightArrow



Products & Services

2024 BrightArrow's Notification System for K12 Effective Dates : 7/1/24 - 6/30/25 415 x \$2.50

BrightArrow's Notification System - 1 Year Unlimited Usage, Brightchat and Parent Hub(Voice Calls, emails, text)

One-time subtotal \$1,037.50

Total \$1,037.50

Total contract value \$1,037.50

Signature

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

Brett Stimpson

bstimpson@libertycharterschool.com



This quote expires on August 13, 2024

Purchase terms

This signed agreement establishes a 30-day payment window for BrightArrow Technologies, Inc. customers. Payments are due within 30 days of issuance of invoice. Payment should be made in United States Dollars through ACH, PO, CC, or Check.

Questions? Contact me



Nicole Lieder

Account Executive

nicolelieder@brightarrow.com

+14252968764


BrightArrow

PO Box 7493
Bellevue WA 98008
United States

Title	Liberty Charter School - New Business
File name	redir
Document ID	511daeece70b3777a21ebe2a3924fdc41415686f
Audit trail date format	MM / DD / YYYY
Status	♥ Signed

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Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Liberty Charter School - 1495971

9955 Kris Jensen Ln

Nampa, ID 83686-4742

Contact: Alane McKnight - (208) 466-7952

Email: clerk@libertycharterschool.com

Quote #: RPRNQ3061143

Reference ID: 680155

Subscription Ends:
10/31/2024

Quote Summary

School Count: 1

Renaissance Products & Services Total	
Applied Discounts	\$4,030.90
Shipping and Processing	\$(0.48)
Sales Tax	\$0.00
Grand Total	\$0.00
	USD \$4,030.42

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

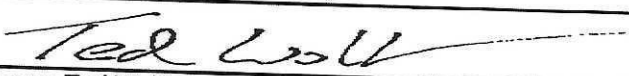
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

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

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

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

Renaissance Learning, Inc.	Liberty Charter School - 1495971
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 7/8/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
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Subscription Renewal

Quote #: RPRNQ3061143

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

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Subscription Renewal

Quote #: RPRNQ3061143

Quote Details					
Liberty Charter School - 1495971					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	11/01/2024 - 10/31/2025	250	\$7.93	\$0.00	\$1,982.50
Star Reading Subscription	11/01/2024 - 10/31/2025	240	\$5.41	\$(0.48)	\$1,297.92
Platform Services					
Annual All Product Renaissance Platform	11/01/2024 - 10/31/2025	1	\$750.00	\$0.00	\$750.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Liberty Charter School Total				\$(0.48)	\$4,030.42

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