Hobson Fabricating, Corporation
6428 Business Way Boise, ID 83716-5550 (208) 343-5423 www.hobsonfab.com

Custom HVAC Maintenance Agreement For:

Legacy Charter School
4015 S Legacy Way
Nampa, ID 83686

Custom Services Provided:

1	☒ **QUARTERLY:** Maintenance & Technical Inspection
2	☒ **QUARTERLY:** Maintenance according to the attached Hobson Corp. HVAC Tasking List.
3	☒ **QUARTERLY:** Start, Check, and Test each unit to ensure operation.
4	☒ **QUARTERLY:** Filter changes
5	☒ **ANNUALLY:** Replace Belts once per year.
6	☒ **ANNUALLY:** Wash Condenser Coils once per year.
7	☒ **HVAC Service Call Rates:** Service rates during regular business hours are $85/hr.

Pricing:

The services included in this contract will be provided for the sum of **$3,444.00** per year.

Payments are due in accordance with the following: **$861.00** due after each routine inspection and maintenance.

Bill to: Same As Above

Contact: Niki Crow
Phone: Cell: 208-571-2936

Notes:

Terms:

We agree to perform routine inspection and maintenance service as indicated for a period of one year from the date of this agreement.

The terms of this agreement shall be automatically renewable unless canceled by either party on a 30-day written notice subject to price revision after the anniversary date. Hobson Corp. may revise and /or adjust this agreement at any time after the first anniversary date with written notification and management approval.

The services outlined in this agreement will be performed during normal working hours.
Requested repairs by the customer will be provided during normal working hours on a preferential basis. Labor, travel, parts, and material will be billed at prevailing prices.

Emergency services, after normal working hours, will be charged at the overtime rate of one-half times the normal rate.

This is the entire agreement and shall become effective when accepted by you and approved by Hobson Corp.

Accep[redacted]

Hobson Corp.

x Liberty Charter Company

By: [redacted]

x Aug 21, 2025 Date

Date: August 11, 2025

AGREEMENT

ALLIED BUSINESS SOLUTIONS

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: Legacy Charter School Inc

ADDRESS: 4015 Legacy Way, Nampa ID 83686

CONTACT NAME: Niki Crow PHONE #: 208-468-0947 FEDERAL TAX ID #: 27-2515468

EQUIPMENT AND PAYMENT TERMS

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING B&W	BEGINNING METER READING COLOR	MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED) B&W	MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED) COLOR	EXCESS PER IMAGE CHARGE (PLUS TAX) B&W	EXCESS PER IMAGE CHARGE (PLUS TAX) COLOR
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TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)								

MONTHLY BASE PAYMENT AMOUNT: $250.00 (PLUS TAX) TERM IN MONTHS: 48 METER FREQUENCY: Annually

SECURITY DEPOSIT: $_____ ADVANCE PAYMENT: $_____ (PLUS TAX) to be applied to first Payment due

ORIGINATION FEE: $75 SUPPLY FREIGHT FEE: $_____ METER FEE: $_____

EQUIPMENT LOCATION: Same as above ☐ SEE ATTACHED SCHEDULE

END OF LEASE OPTIONS

By checking a box and initialing below, you may choose one of the following options to apply at the end of the original term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Agreements with $1.00 purchase option will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☐ FMV: 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. ____ Customer's Initials

☐ $1.00 Purchase: 1) Purchase the Equipment for $1.00, or 2) Return the Equipment per paragraph 3. ____ Customer's Initials

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)	X [redacted]	Niki Crow/ Clerk	9/24/2024
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

LESSOR ("we", "us", "our")

Allied Business Solutions, Inc.	Romario Mclennon	Digitally signed by Romario Mclennon Date: 2024.10.29 13:17:23 -05'00'
LESSOR	SIGNATURE	PRINT NAME & TITLE / DATE

10394 West Emerald St, Boise, ID 83704

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee, if applicable, to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned hereby binds any respective administrators, representatives, successors, and authorized assigns. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.**

SIGNATURE: X INDIVIDUAL: DATE:

SIGNATURE: X INDIVIDUAL: DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME & TITLE: DATE:

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement (if FMV option is chosen) will renew for successive three-month periods unless you send us written notice at least 30 days (before the end of any term) that you want to purchase or return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

2. RENT, TAXES AND FEES: You will pay the Monthly Base Payment Amount (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. ~~The Monthly Base Payment amount will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost;~~ (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. Unless a $1 Purchase Option is applicable, we own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. If a $1 Purchase Option is applicable, you acknowledge that this Agreement shall be deemed to be a conditional sales contract, and that any ownership we have in the Equipment is hereby transferred to you "As Is" and "Where Is" upon receipt of final payment, and that you are responsible for reporting the Equipment as required to appropriate taxing authorities and for remitting any personal property tax related to the Equipment to such authorities. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement. X NC

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six ($26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning material required for the proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. An Image is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 5% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, overages of toner expenses may be billed to you.

11. EXCESS CHARGES AND COST ADJUSTMENTS: You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Monthly Base Payment Amount. You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You agree that we may install an automatic meter reading agent on the Equipment. We may charge you a Meter Fee to cover our administrative costs of obtaining a meter reading if such agent is not installed. ~~At the end of the first year of this Agreement and once each successive twelve month period, the Monthly Base Payment Amount and the Excess Per Image Charges may be increased by a maximum of 16% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your usage and excess charges.~~ X NC

12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30th of the Monthly Base Payment Amount for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.

14. MISCELLANEOUS: You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.

PROTECTED BY CRANE ALARM SERVICE (208) 466-0613

Security Systems, Fire Alarms, Access Control, Surveillance Cameras,
Annual Fire Inspections, U.L. Listed Monitoring

CRANE ALARM SERVICE

"Providing Peace of Mind Since 1964"

P.O. Box 865 • Nampa, Idaho 83653 • Phone (208) 466-0613

Date 6/14/2024

ALARM SYSTEM AGREEMENT

Agreement No. CA-799

AGREEMENT between CRANE ALARM SERVICE / WESTMONICO, an Idaho corporation and the following described customer (Customer)

Name Legacy Charter School

Telephone Number (208) 467-0947

Billing Address 1123 12th Avenue Road, #225 Nampa, ID 83686
schoolclerk32@gmail.com

Service Address 123 12th Ave #225 Nampa Idaho

Systems and Services: Customer hereby requests Contractor to install and / or provide the following alarm system and / or services at the above listed service address (the Premises). The system to be installed (System) and services to be provided (Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the installed, inspected (System) (Inspections) terms and conditions of this Agreement for the charges specified below.

System
- [x] Security
- [x] Fire
- [ ] Access
- [ ] Cameras
- [ ] Temp
- [ ] PERS
- [ ] Other:

Service
- [x] Monitoring
- [ ] Opening & Closing Reports
- [ ] Supervised Opening & Closing Reports
- [ ] Smart Phone Access

Inspections
- [ ] Quarterly Fire Alarm Inspections
- [ ] Semi-Annual Fire Alarm Inspections
- [x] Annual Fire Alarm Inspection
- [ ] Annual Fire Sprinkler Inspection
- [ ] Annual Emergency Lights / Exit Signs
- [ ] Annual Fire Extinguishers
- [ ] Annual Kitchen Hood
- [ ] Other:

[x] **Payment for Monitoring.** Customer agrees to pay Contractor $ 55.00 per month for ongoing monitoring, payable monthly in advance commencing on the date the installation is completed and continuing for the first 60 months of this Agreement. Customer further agrees that at any time following expiration of the first 60 months of this Agreement, Contractor may increase the ongoing monthly charges specified above for the balance of the term and any renewal thereof. Such increases may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic ongoing charges. If Contractor increases the basic ongoing charge by an amount greater than the 15% herewith agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notifications of such increase.

[x] **Payment for Inspection.** Customer agrees to pay Contractor $ 195.00 after the completion of the Annual Fire Alarm inspection(s).
Customer agrees to pay Contractor $ ____ per _____ after the completion of the _____ inspection(s).
Payment is due no later than 30 days after the completion of the inspection. Customer further agrees that at any time beyond the net 30 of this Agreement, if payment is not received, Contractor may hold the inspection report in possession and submit the customer to the local AHJ for affirmative action. The contractor holds the ability to submit the customer to collections if no payment arrangements have been made, or received, if they deem necessary. The Contractor may increase the annual inspection total price no more frequently than once during a 12-month period. The customer agrees to pay the full amount of such an increase that does not exceed a 10% increase over the previous 12 months' annual inspections total price. If Contractor increases the annual inspection total price by an amount greater than the 10% herewith agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notifications of such increase.

Term, Renewal, and Expiration. This agreement shall remain in force for an initial term of 60 months from the date the system is installed or inspected, whichever is applicable; and becomes operative, in compliance, or the date of the execution of this Agreement-whichever is later. It shall be automatically renewed for consecutive terms of five years, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

ADDITIONAL TERMS AND CONDITIONS:

1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrence, or their related consequences, that the System or Services are designed to detect. It is impractical and extremely difficult to fix the actual damage, if any, that may proximately result from failure on the part of Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly or indirectly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or $250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results directly or indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against the Contractor more than one year after the accrual of the cause of action therefor. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System or Services provided under this Agreement.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period one year from the date the System is placed into operation. If, during this one year period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in the possession of the Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00a.m. to 5:00p.m. local time, Monday through Friday, holidays excluded. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY CONTRACTOR, NEGLIGENCE OF CONTRACTOR OR OTHERWISE.

3. Entire Agreement. This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative of Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as provided below.

Written By **CRANE ALARM SERVICE**

By X [redacted]
Agre

By Melissa Calentino

Title BOARD CHAIRMAN Date 6-20-24

Title Inspections Coordinator Date 6/14/2024

White - Crane Alarm's Copy Yellow - Customer's Copy

4. Miscellaneous Charges and Increases in Charges. (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(d) If any governmental agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.

(e) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

(f) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

5. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(g) Any claim by Customer for improper installation or a defect in the System shall be made in writing to the Contractor within 30 days after installation is completed.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and waterflow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and I or transmitting equipment at Customer's Premises.

6. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt of an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request that they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with a direct connection to the municipal police, fire department, or other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and I or fire departments or other locations, and that the personnel of such municipal police and I or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in Customer's Premises, alterations of the System made at the request of Customer or made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays, and holidays. EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer or of others not installed by Contractor. If not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacements to the System at a charge to the Customer for labor and I or material at Contractor's then prevailing rates.

7. Title to Equipment and Use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. If is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

8. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for herein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances: (i) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account.

9. Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as Contractor receives 30 days advance notice of such assignment, within which the assignment may be accepted or this Agreement may be terminated by Contractor in its sole discretion. No such assignment by Contractor shall relieve Customer from any liability hereunder. This Agreement may be assigned by Contractor to any successor to Contractor's business, in which case Contractor shall be relieved of all liability hereunder. Notwithstanding any assignment of this Agreement by Contractor, the limitations of Contractor's liability contained in paragraph 1 shall continue to apply to Contractor.

BARRIER Pest Control

nprehensive Pest Management

208-463-4533

Family owned in the Treasure Valley since 2006.

WE KILL BUGS!

224 12th Avenue Rd. • Nampa, ID 83686 • info@barrierpestcontrol.com • www.barrierpestcontrol.com

Name Legacy Charter Title _____

Phone _____ Phone _____

Service Address 4015 Legacy In City Nampa Zip 83686

Billing Address _____

E-mail _____

Cross Streets/Directions _____

Service Frequency ☐ Monthly ☐ Bi-Monthly ☐ Quarterly

Initial Service Fee _____

☐ Monthly ☐ Bi-Monthly ☑ Quarterly Service Fee 179

Exclusions _____

- We cannot guarantee that you will never see another pest.
- Barrier will provide consulting services to identify structural and sanitation deficiencies that may contribute to pest problems. Customer agrees to cooperate by correcting noted deficiencies in order to prevent pest infestation.
- Remember, we cannot control pests in the great outdoors; The guarantee only covers pests on or inside your structure.

Owner has hired Barrier Pest Control (Company) to perform services on Owner's real property. Owner agrees to assume all risks of loss, injury, or damages of any kind or nature whatsoever relating to Company's actions relating to these stations, and to save and keep harmless Company from all claims and suits which may be attributable to any damage, loss or injury. Owner acknowledge it owns the above identified property and has the right to enter into this release and waiver. If the individual identified above as Owner is in fact an occupant or Lessee of the property identified above, then said occupant assumes all risk of loss and will hold harmless Company from any claim of the true and correct Owner. I hereby declare that I understand all terms of this waiver and release and agree to the terms as outlined.

If for any reason, at any time, this contract is cancelled before its completion, and the initial service has been performed, customer agrees to pay the cancellation fee of _____.
Upon completion of this agreement treatments will continue at the same frequency until cancelled by the cu[redacted]

Agreed b[redacted] _____ Rep: _____ Date: _____

Initial fee: $199

Food Service Agreement Contract

THIS AGREEMENT is made and entered into between Debby Hall, and Legacy Charter School, Inc.

WHEREAS Debby agrees to the following:

- Will provide standardized recipes that have been analyzed to meet the standards of USDA.
- Will provide analyzed menus that will meet the standards of USDA
- Will provide production sheets.
- Will complete amended and projected budgets.

- For the services above Legacy agrees to pay Debby Hall $5000.00 per school year until either party terminates the contract with 30 day written notice.

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

Debby Hall

[redacted]

Signature/Title

12/14/21

Date

Legacy Charter School

[redacted]

Signature/Title

1-20-22

Date

CONTRACT FOR DUAL ENROLLMENT

2025-2026 School Year

THIS CONTRACT is made and entered into this 17th day of July 2025, by and between **NAMPA SCHOOL DISTRICT NO. 131**, hereinafter referred to as "**Nampa District**", and **"LEGACY CHARTER SCHOOL"**, hereinafter referred to as **"Legacy"**, collectively referred to in this Contract as "**Parties**".

The parties covenant and agree as follows:

1. To be eligible for a student to be dual enrolled in a curriculum (academic) or extra-curricular activity (hereinafter collectively referred to as "**Program**"), there must be available room or a space for that student in that Program. If any specific Program reaches maximum enrollment for that Program, priority for enrollment will be given to a full-time student enrolled in a school of Nampa District.

2. LEGACY agrees to be bound by Nampa District Board Policy and Administrative Rules and Regulations governing dual enrollment in effect as of the date of this Contract.

3. The reimbursement of costs to be paid by LEGACY for its/their students enrolled in a Program provided by Nampa District are set forth in Attachment B, incorporated herein in full by reference, and are accepted by LEGACY.

4. All students eligible for dual enrollment will be required to submit application for entrance to a Program of Nampa District.

5. Reimbursements for costs of dual enrollment to Nampa District shall be by billing to LEGACY on or before December 31, 2025, for first trimester classes and fall sports/activities, and on or before May 31, 2026, for second and third trimester classes and winter and spring sports/activities from the school in which the student is participating at. Payment is to be made to the school on the invoice within thirty (30) days of the date of billing.

Nampa School District

Reimbursement Costs Per Student for Public Schools Choosing Not to Share Average Daily Attendance for the 2025-2026 School Year

Academic Participation

Reimbursement costs for academic courses are based on the monthly per capita cost incurred by the Nampa School District. This cost is published by the Idaho Department of Education and is the foundation to establish tuition rates to be charged for curricular participation for the 2025-2026 school year. **Please note that this schedule will be updated when new tuition costs are received from the State Department of Education.** ***Rates below reflect 2024-2025 school year.***

The monthly per capita cost for an **elementary** student is **$897.89**. Elementary tuition will be prorated based on the portion of the day the student attends.

The monthly per capita cost for a **secondary** student is **$991.26**. At the secondary level, the trimester charges are calculated by multiplying the per capita amount by 9 months, dividing by the number of classes offered, then dividing by three.

> In grades 6-12, a student may take up to six classes, so the fixed amount per class will be **$495.63** per trimester ($991.26 x 9 months / 6 classes / 3 trimesters).

The reimbursement costs for academic participation cover costs paid by NSD including teacher salaries and benefits, textbooks/curriculum purchases, class supplies and building costs.

Extra-Curricular Participation Fee

Category	Activity	Cost
High School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Dance Team, Soccer, Golf	$125.00
High School Non-Cut Sports	Track, Tennis, Cross Country, Wrestling, Football, Swim Team	$125.00
Middle School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Soccer, Golf	$75.00
Middle School Non-Cut Sports	Track, Tennis, Cross Country, Wrestling, Football	$75.00
All Non-Athletic Extra Curricular Activities	Middle and High School Activities	$125.00

Note: Marching Band and Color Guard are one-trimester academic courses and students must enroll in those courses to participate.

The reimbursement costs for extra-curricular participation include the use of school uniforms (other than those included in Spirit Packs), coaches' salaries, bus transportation to and from competitions and facility expenses. These fees are refundable if the student is cut from the team due to space availability.

Specific Sport Related Fees and Activity Card Fees are paid by the athlete at the school level and are not included within the fees listed above.

MEMORANDUM OF AGREEMENT

ADMISSIONS PREFERENCE FOR LEGACY CHARTER SCHOOL STUDENTS

TO ENROLL AND ATTEND VICTORY CHARTER SCHOOL

WHEREAS, Victory Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, Legacy Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, both Victory Charter School and Legacy Charter School operate as Harbor Method Schools providing educational choice options to families residing in Nampa, Idaho; and

WHEREAS, during the 2015 legislative session, applicable provisions of Section 33-5205(3)(k) were amended to include a preference in admissions for pupils seeking to transfer to another Idaho Public Charter School from one at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the two charter schools at issue; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School have received approval of amendment to each school's respective Charter with regard to the admissions process and preference identification for charter student transfers; and

WHEREAS, now the governing boards of Victory Charter School and Legacy Charter School agree that allowing students to transfer from Legacy Charter School to the Victory Charter School serves the best interest of students enrolled in the school's program and the overall operation of the Legacy Charter School; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School previously entered into agreement regarding the subject matter of this Memorandum, when legislation having been passed, with such Agreement having an effective date of July 1, 2015;

NOW THEREFORE, this Memorandum is intended and does hereinafter supersede any prior Agreement regarding priority admission for charter school student transfers, until otherwise legally prohibited or a change in the Agreement between the respective governing boards states otherwise; and

FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of more than three (3) full school years, has earned "meets" in Time Management during three of the four quarters of the eighth grade, and has successfully completed the eighth (8^{th}) grade, (see policy 2600 for completion requirements) shall receive a first priority admissions preference (after Victory's preferences, ie. Victory

siblings) as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and

FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of one (1) full year but less than three (3) full years, has earned "meets" in Time Management during three of the four quarters of eighth grade, and has successfully completed the eighth (8th) grade, (see policy 2600 for completion requirements) shall receive a second priority admissions preference as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and

FURTHER THEREFORE, there shall be no priority admission preference for any student seeking to transfer from Victory Charter School to Legacy Charter School; and

FURTHER THEREFORE, any such student seeking transfer pursuant to this Memorandum of Agreement and admission preference shall still be required to complete all admissions activities and documentation as required from any other student seeking to enroll who holds an admission preference status; and

FURTHER THEREFORE, this Memorandum shall become effective on upon the date of the last signature identified below; and

FURTHER THEREFORE, this Memorandum of Agreement shall remain in effect until otherwise legally prohibited or there is otherwise a modification or revocation of the Memorandum of Agreement between the respective governing boards.

[redacted]

Governing Board Chair

Victory Charter School

Signature Date: 6/25/24

Date Approve by Governing Board: 6-20-24

[redacted]

Governing Board Chair

Legacy Charter School

Signature Date: 6-20-24

MEMORANDUM OF AGREEMENT

ADMISSIONS PREFERENCE FOR LEGACY CHARTER SCHOOL STUDENTS

TO ENROLL AND ATTEND LIBERTY CHARTER SCHOOL

WHEREAS, Liberty Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, Legacy Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, both Liberty Charter School and Legacy Charter School operate as Harbor Method Schools providing educational choice options to families residing in Nampa, Idaho; and

WHEREAS, during the 2015 legislative session, applicable provisions of Section 33-5205(3)(k) were amended to include a preference in admissions for pupils seeking to transfer to another Idaho Public Charter School from one at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the two charter schools at issue; and

WHEREAS, the governing boards of Liberty Charter School and Legacy Charter School have received approval of amendment to each school's respective Charter with regard to the admissions process and preference identification for charter student transfers; and

WHEREAS, now the governing boards of Liberty Charter School and Legacy Charter School agree that allowing students to transfer from Legacy Charter School to the Liberty Charter School serves the best interest of students enrolled in the school's program and the overall operation of the Legacy Charter School; and

WHEREAS, the governing boards of Liberty Charter School and Legacy Charter School previously entered into agreement regarding the subject matter of this Memorandum, when legislation having been passed, with such Agreement having an effective date of July 1, 2015;

NOW THEREFORE, this Memorandum is intended and does hereinafter supersede any prior Agreement regarding priority admission for charter school student transfers, until otherwise legally prohibited or a change in the Agreement between the respective governing boards states otherwise; and

FURTHER THEREFORE, the governing Board of Liberty Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of more than three (3) full school years, has earned "meets" in Time Management during three of the four quarters of the eighth grade, and has successfully completed the eighth (8^{th}) grade, (see policy 2600 for completion requirements) shall receive a first priority admissions preference (after Liberty's preferences, ie. Liberty

siblings) as a student seeking to transfer from Legacy Charter School to Liberty Charter School, for the next successive grade level; and

FURTHER THEREFORE, the governing Board of Liberty Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of one (1) full year but less than three (3) full years, has earned "meets" in Time Management during three of the four quarters of eighth grade, and has successfully completed the eighth (8th) grade, (see policy 2600 for completion requirements) shall receive a second priority admissions preference as a student seeking to transfer from Legacy Charter School to Liberty Charter School, for the next successive grade level; and

FURTHER THEREFORE, there shall be no priority admission preference for any student seeking to transfer from Liberty Charter School to Legacy Charter School; and

FURTHER THEREFORE, any such student seeking transfer pursuant to this Memorandum of Agreement and admission preference shall still be required to complete all admissions activities and documentation as required from any other student seeking to enroll who holds an admission preference status; and

FURTHER THEREFORE, this Memorandum shall become effective on upon the date of the last signature identified below; and

FURTHER THEREFORE, this Memorandum of Agreement shall remain in effect until otherwise legally prohibited or there is otherwise a modification or revocation of the Memorandum of Agreement between the respective governing boards.

Date Approved by Governing Board: 6/19/24

[redacted]

Liberty Charter School

Signature Date: 6/19/24

Date Approve by Governing Board: 6/20/24

G[redacted]

Legacy Charter School

Signature Date: 6.20.24

Agreement

This Agreement (the "Agreement") is effective July 1,2021

BETWEEN: Legacy 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:

4015 S. Legacy 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.
1123 12th Ave Road, #356
Nampa, Idaho 83686

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 no more than $10,000; and

WHEREAS, the parties further 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.

WHEREAS the School and BMed are parties to an agreement dated July 1, 2021.

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 June 30, 2026, being not later than 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 a fee for its services for each subsequent year. An invoice for such fee shall be submitted on or before July 1 of each year to the School's Governing Board and shall not exceed $10,000.00 per year for the balance of this Agreement which is the same annual fee that has been charged since the inception of this Agreement.

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 C. Stallcop will succeed her as President and this Agreement and all of the provisions will continue to be binding upon the parties.

7. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

7.1 It is understood and agreed to and acknowledged by the Parties that this Agreement does not create any fiduciary relationship between them, and that nothing in this Agreement is intended to, nor shall it be construed to constitute a joint venture or any other type of partnership.

7.2 The School agrees to hold 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.

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 wiring to the other party:

Legacy Charter School, Inc.
4015 S. Legacy Way
Nampa, ID 83686

BMED, Inc.
1123 12th Ave Road, #356
Nampa, Idaho 83686

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.

LEGACY CHARTER SCHOOL, INC.

[redacted]

Legacy Charter School Governing Board

BMED, INC.

[redacted]

BMed, Inc.

Managed Internet Access Agreement

THIS AGREEMENT is made and entered into by and between **TEK-HUT, INC.,** an Idaho corporation ("Tek-Hut") and Legacy Charter School District #478 ("Customer").

RECITALS

WHEREAS, Tek-Hut is in the business of providing Managed Internet Access ("Internet Service"); and

WHEREAS, Customer desires to enter into an agreement whereby Tek-Hut will provide to Customer Internet Service.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties, for themselves, their successors and assigns, do hereby agree as follows:

1. Scope of the Work. Tek-Hut shall provide 200 Mbps Dedicated Internet Service with managed firewall.

2. Contract Price. Customer agrees to pay to Tek-Hut the sum of $1250 per month for a period of 36 months, for a total contract price of $45,000 ("Contract Price").

3. Term of Contract;. The term of this contract shall be for a period of 36 months, commencing on the 1 day of July, 2020, and continuing until the 30th day of June, 2023. Upon expiration of the Term, this Agreement shall be automatically renewed for an additional (2) 36 month periods of time on the terms and conditions identical to those defined in this agreement unless terminated by not less than (3) months prior written notice given by either Party to the other.

4. Termination. Customer understands and agrees that Tek-Hut has and will continue to incur certain costs and/or expenses related to the Internet Service to be provided to it by Tek-Hut pursuant to this Agreement, even should the Customer discontinue use of said Internet Service or elect to terminate this Agreement prior to its expiration. Therefore, in the event Customer elects to terminate this Agreement prior to June 30th, 2020, it agrees to pay to Tek-Hut the sum of 100% of the balance of the Contract Price due and owing pursuant to paragraph 3 above at the time of termination.

5. Charges Not Applicable to Customer. Tek-Hut agrees not to charge Customer for setup fees, network traffic monitoring, and/or outage notification.

6. Responsibility of Tek-Hut. In addition to the responsibilities of Tek-Hut as identified herein, Tek-Hut shall provide:

   a. Managed Firewall / Public IP Addresses;
   b. Monitoring of Customer's network traffic;
   c. Customer notification of outages;

7. Responsibility of Customer. In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:

   a. any equipment or hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith;
   b. any equipment and/or labor necessary for the configuration of the equipment and hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith; and

8. Outages. Tek-Hut shall not be responsible for any cost and/or expenses incurred by the Customer as a result of an outage or failure of the Internet Service to be provided by Tek-Hut.

9. Binding Effect. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

10. Attorney's Fees. If a suit, action or proceeding is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.

11. Venue. The venue of any action arising out of the execution or breach of this contract shall be in the District Court of Twin Falls County, Idaho.

12. Additional Bandwidth. Additional bandwidth available in 50M increments at $150 per month.

13. Non-appropriation clause. Customer may terminate agreement prior to contracted date without termination charge, if customer has exhausted all funds legally available for all due payments under the agreement;

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"TEK-HUT"
TEK-HUT, INC.
[redacted]
DATE: 2/20/20

"CUSTOMER"
Legacy Charter School District #478
B[redacted]
DATE: 2/20/2020

DocuSign Envelope ID: 5C63711F-B1E5-420F-A2B8-CB8036451E3F

First Amendment to Terms and Conditions

This first amendment to the Terms and Conditions ("Terms") which is attached to and incorporated into the Managed Internet Access Agreement entered into on February 20, 2020 by and between Fatbeam, LLC ("Fatbeam") and Legacy Charter School District #478, ("Customer") is effective on July 1, 2021 ("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 Managed Internet Access Agreement entered into on February 20, 2020 ("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 Change/Upgrade.** This amendment confirms your request to upgrade your Fatbeam Managed Internet Access from 200M to 300M per the language in the original contract under Paragraph 12

Internet Service Upgrade to (300M)	$1,550.00

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

DocuSigned by:

Signature: [redacted]

Name: Erik Buhl

Title: Director of Enterprise Sales

Date: 3/16/2021 | 09:30 PDT

Legacy Charter School District $478

Signature [redacted]

Name: Brett Stimpson

Title: Technology Coordinator

Date: 3/15/2021

Second Amendment to Terms and Conditions

This Second amendment to the Terms and Conditions ("Terms") which is attached to and incorporated into the Master Service Agreement entered into on February 20, 2020 by and between Fatbeam, LLC ("Fatbeam") and Legacy Charter School District #478 ("Customer") is effective on July 1, 2023 ("Second 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 February 20, 2020 ("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 Agreement signed February 20, 2020, section 3, this amendment is to exercise the 1st of (2) 3yr renewal options
   Service: 300M Internet – 4015 S Legacy Way, Nampa, ID
   MRC - $1,550.00
   Contract term will be July 1, 2023 thru June 30, 2026.

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

Signatu[redacted]

Name: Graham Taylor

Title: Director of Public Sector

Date: Jun 22, 2023

Legacy Charter School District #478

Signatur[redacted]

Name: [illegible]

Title: CHAIRMAN

Date: 4-20-23

Schedule B1

This Schedule B1 is part of that Managed Internet Access Agreement (the "**Agreement**") between Tek-Hut, Inc. ("**Tek-Hut**") and Legacy Charter School District #478 ("**End User**"). Capitalized terms not defined herein shall have the meaning given to such terms in the Agreement.

Tek-Hut Managed Firewall Terms and Conditions

These Managed Firewall Terms and Conditions (this "**Firewall Agreement**") set forth the entire Tek-Hut Managed Firewall Service offering (with the Firewall (as defined below), the "**Firewall Services**") and govern the provision of Firewall Services to the person or entity which subscribes for the Firewall Services ("**End User**"). Tek-Hut reserves the right to make enhancements to the Firewall Services and shall advise End User of any additional features.

Firewall Services Description

A firewall ("**Firewall**") is a combination, in whole or in part, of hardware and software which is intended to limit the exposure of a computer or computer network against unauthorized access from outside by providing a single point of entry and a passive defense system at that point of entry by providing controlled access. The Firewall Services are designed to provide network and resources access control and manage the public access points to a computer network. Firewall technology in itself is not foolproof and no firewall technology provides an absolute deterrent or barrier to unauthorized entry.

Tek-Hut's Firewall Services provide a pre-configured rule set policy that trusts all internal traffic, but blocks all externally initiated traffic. This policy is known as "Trust Inside." In this scenario, it is assumed that the most significant threats will come from outside the End User's enterprise network, and the emphasis of the policy will be keeping outsiders from getting in. This type of stance is implemented by defining a Firewall rule set that permits all connections which are initiated from the inside of the End User's network, but blocks connections initiated from the outside of the End User's network.

Installation, Configuration, Administration and URL Blocking

Before installation, End User must complete and return the configuration form provided to End User by Tek-Hut. Tek-Hut will configure the Firewall in accordance with End User's configuration submission. End User is responsible for confirming that the Firewall is configured in accordance with End User's preferences prior to and after activation of the Firewall Services. End User shall not tamper with, modify, make error corrections, or otherwise alter any Firewall hardware or software nor permit any third-parties, other than Tek-Hut, to do the same.

Tek-Hut will configure End User's Firewall with a default policy for URL blocking which is

intended to comply with the Children's Internet Protection Act ("**CIPA**"). If End User makes, or requests Tek-Hut to make, any changes to the Firewall or the Firewall Services, including but not limited to the URL blocking policies, End User shall be solely responsible for making sure such changes are CIPA compliant. Tek-Hut shall not be liable for any damages, costs, or fees (including, but not limited to any loss of funding provided to End User) as a result of or associated with any changes made to the Firewall or the Firewall Services by, or at the request of, End User.

After installation and upon request by End User, Tek-Hut will administer the Firewall Services (e.g., add or delete user accounts, modify Firewall rules, update network configuration).

Monitoring

Tek-Hut monitors the CPU utilization of End User's Firewall 24 hours per day, seven days per week.

Reports

End User will be able to generate custom reports from the Firewall.

Configuration Backups

Tek-Hut shall maintain a backup of End User's Firewall configuration.

Option Packages

The following option packages are available for purchase by End User:

1. Full Unified Threat Management. This option package is not e-rate eligible.
    a. **Unified threat management** (UTM) is a comprehensive firewall that includes network firewalling, network intrusion prevention and gateway antivirus (AV), gateway anti-spam, VPN, load balancing, and data leak prevention.
2. Redundant Failover Firewall. This option package is not e-rate eligible
    a. This version includes a managed backup firewall for a separate internet connection with fail over between locations.

Service Term Commitment

Each order for Firewall Services term is subject to the associated Managed Internet Access Agreement.

End User Obligations

End User shall comply with all obligations set forth herein and all obligations set forth in any vendor and/or Tek-Hut specific license terms and conditions related to the Firewall and/or the

Firewall Services. End User acknowledges its responsibility to comply with the terms and conditions of such license agreements and assumes all liability for compliance with such terms, including but not limited to: (a) informing all of End User's end-users of the terms of such license agreements; (b) monitoring use of the Firewall to ensure compliance with the terms thereof; and (c) maintaining the distribution and security of any user identification and/or passwords necessary to access any Firewall Services and/or the Firewall. Tek-Hut disclaims all liability to vendors for breaches of such license agreements by End User.

To the extent not covered by any license agreements, End User agrees not to reverse engineer, de-compile, disassemble, translate, modify, alter or change the Firewall Services, the Firewall, or any component of either, or otherwise obtain or attempt to obtain any technology (including encryption technology) or source code for any hardware or software that may be provided with the Firewall Services or Firewall. End User acknowledges that the hardware and software provided under this Firewall Agreement or utilized with the Firewall Services provided under this Firewall Agreement may be subject to third party license terms, and/or U.S. export laws and regulations and that any transfer (whether directly or by products incorporating the technology) must be authorized under those laws and regulations. End User agrees not to copy, sell, assign, transfer, sublicense, export or distribute any hardware, software, documentation or other materials that Tek-Hut may provide related to the Firewall Services. Title to such software, and all related technical know-how and intellectual property rights therein are and shall remain the exclusive property of Tek-Hut and/or its suppliers and vendors. End User shall not take any action to jeopardize, limit or interfere in any manner with Tek-Hut and its suppliers' and vendors' ownership of and rights with respect to any licensed software.

End User acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in a software end user license agreement (if applicable to End User). It is End User's obligation to remove the Firewall upon termination or expiration of the Firewall Services and return the Firewall to Tek-Hut in accordance with instructions provided by Tek-Hut.

Export Compliance

End User acknowledges that the export, import, and use of certain hardware, software, and technical data provided hereunder is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations implemented thereunder by the Department of Commerce, and any other applicable laws or regulations. End User represents and warrants that it is a U.S. citizen or permanent resident, a governmental agency, authority or body of a U.S. state government or political subdivision, or a corporation organized under the laws of one or more of the United States of America, that End User is not procuring the Firewall Services on behalf of a foreign national, and that End User is not subject to a U.S. government order suspending, revoking or denying export privileges.

Support and Maintenance
Tek-Hut Customer Service is available to End User for technical support Monday through Friday from 7:00 a.m. (Mountain Standard Time) to 6:00 p.m. (Mountain Standard Time) (such days and hours referred to herein as "**Normal Business Hours**"). Tek-Hut shall provide End User with an emergency number for after-hours support; however, any after service requests received through after-hours support shall be treated as being received on the next business day.

Tek-Hut assigns priority levels to distinguish and prioritize the severity levels of service requests, as follows:

Priority	Definition
1	Emergency – the Firewall is not operating or is operating in a manner which affects Internet access or has resulted in a disruption in Internet service.
2	All other service requests, such as when the Firewall is operational but requires administrative work or End User has requested a modification of existing rules or policies.

Tek-Hut shall provide an initial response to service requests received during Normal Business Hours based upon the priority level assigned in the following manner:

Priority Level	Initial Response Time
1	Thirty (30) minutes
2	Forty Eight Hours

For service requests received outside of Normal Business Hours, Tek Hut shall provide an initial response time based on the table above, as if the service request is received on the next business day following receipt of the request.

For all problems that are not resolved within the intervals allotted for each request type, the chart below identifies the order and intervals for internal management notification.

Severity Level	Team Leader	Manager	Director	Vice President
Priority 1	2 Hours	4 Hours	8 Hours	24 Hours
Priority 2	3 Business Days	5 Business Days	6 Business Days	7 Business Days

Tek-Hut remotely installs firewall patches, bug fixes, and software upgrades when approved for general distribution to End User's Firewall. In the event of a Firewall failure, Tek-Hut may either dispatch a technician to repair the Firewall at End User's site or replace the Firewall with one of comparable or better functionality, as follows: (a) if a Firewall failure is discovered during Tek-Hut's normal business hours, Tek-Hut will make commercially reasonable efforts to ship a

replacement Firewall or component thereof to End User by the close of that business day; and (b) if the Firewall failure is discovered outside Tek-Hut's normal business hours, Tek-Hut will make commercially reasonable efforts to ship a replacement Firewall or component thereof to End User by the end of the next business day.

Unless expressly authorized to do so by Tek-Hut, End User shall not tamper with the Firewall hardware or software, modify its configuration or try to directly access it in any way. End User agrees not to hack or disrupt the Firewall Services or to make any use of the Firewall Services that is inconsistent with its intended purpose or to attempt to do so.

End User shall be responsible for all costs associated with any of the following:

1. End User damages or breaks the Firewall; or
2. End User takes any action which causes the Firewall to operate incorrectly or requires Tek-Hut to service the Firewall.

Ownership and Risk of Loss

Tek-Hut shall retain title to and/or ownership of the Firewall hardware and software provided to End User. The End User will bear all costs associated with loss of, theft of, casualty to or damage to the Firewall hardware, from the time it is installed until the time (if any) when it is returned to Tek-Hut pursuant to this Firewall Agreement and has been received by Tek-Hut.

Firewall Disclaimer

Tek-Hut's Firewall Services solution is designed to prevent outsiders from gaining access to private corporate information and is intended to provide an effective method of monitoring and limiting access. However, the service is characterized as "best efforts" based on the customer-defined policies. It may not prevent some instances of dedicated attackers from breaking their way in, or an employee from gaining unauthorized access to the Internet or to confidential information stored on End User's network.

End User should ensure that any confidential or valuable corporate data is not accessible via the Internet. Tek-Hut shall not be liable for any losses or damage to End User's business or data that arise as a result of Tek-Hut's Firewall Services not preventing unauthorized access. The Tek-Hut Firewall Services are intended to provide a high standard of protection and service; however, no system can claim to be completely secured.

Indemnification

END USER AGREES TO DEFEND, INDEMNIFY, AND HOLD TEK-HUT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES PRODUTS AND/OR SERVICES TO END USER IN CONNECTION WITH THIS FIREWALL AGREEMENT OR THE FIREWALL SERVICES, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES,

COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PARTY OR USER OF END USER'S FIREWALL SERVICES, RELATING TO OR ARISING OUT OF THE FIREWALL SERVICES, OR THEIR INSTALLATION, OR THIS FIREWALL AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS FIREWALL AGREEMENT.

END USER AGREES THAT TEK-HUT SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST TEK-HUT THAT ARISE FROM END USER'S USE OF THE FIREWALL SERVICES. FURTHER, END USER AGREES TO REIMBURSE TEK-HUT FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON TEK-HUT'S WILLFUL OR INTENTIONAL MISCONDUCT. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS FIREWALL AGREEMENT.

Limitations of Liability

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE FIREWALL SERVICES, END USER AGREES THAT IT HAS READ THIS FIREWALL AGREEMENT AND UNDERSTANDS THE LIMITATIONS OF THE FIREWALL SERVICES DESCRIBED HEREIN.

THE FIREWALL SERVICES AND THE FIREWALL ARE PROVIDED AS IS. TEK-HUT'S LIABILITY TO END USER ON ACCOUNT OF ANY ACT OR OMISSION OF TEK-HUT RELATED TO THIS FIREWALL AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY TEK-HUT'S WILFUL OR INTENTIONAL MISCONDUCT. END USER WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. TEK-HUT AND ITS EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF END USER'S SOFTWARE, FILES, DATA OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

TEK-HUT SHALL NOT HAVE ANY LIABILITY FOR FAILING TO BLOCK ACCESS TO ANY INTERNET SITES OR URL'S ADDED BY, OR AT THE REQUEST OF, END USER.

Tek-Hut shall not be liable for any delay or failure to provide the Firewall Service caused by any of the following:

1. Act or omission of an underlying carrier, service provider, vendor or other third party;
2. Equipment, network or facility failure;
3. Equipment, network or facility upgrade or modification;
4. Force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5. Equipment, network or facility shortage;
6. Equipment or facility relocation;
7. Service, equipment, network or facility failure caused by the loss of power to End User;
8. Outage of End User's Internet service provider or broadband service provider;
9. Any act or omission of End User or any person using the Firewall Service or Firewall hardware provided to End User; or
10. Any other cause that is beyond Tek-Hut's control, including without limitation a failure of or defect in any hardware, the failure of an incoming or outgoing communication, or the inability of communications to be connected or completed.

Further, Tek-Hut shall not be liable to End User or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by End User (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the Firewall Service.

In no event shall Tek-Hut's liability under this Firewall Agreement exceed the amount paid by End User for Firewall Services in the (1) month period immediately preceding the event giving rise to the claim.

Disclaimer of Damages

EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL TEK-HUT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES PRODUCTS OR SERVICES TO END USER IN CONNECTION WITH THIS FIREWALL AGREEMENT OR THE FIREWALL SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES. THE DISCLAIMER AND LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT TEK-HUT WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

TEK-HUT'S ENTIRE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDIES

REGARDING FIREWALL SERVICES AND THE FIREWALL ARE TO HAVE TEK-HUT REPAIR OR REPLACE ANY TEK-HUT-PROVIDED FIREWALL IF IT IS DEFECTIVE. IF REPAIR OR REPLACEMENT OF THE TEK-HUT-PROVIDED FIREWALL SYSTEM IS NOT REASONABLY PRACTICABLE, EITHER PARTY WILL HAVE THE RIGHT TO TERMINATE THE FIREWALL SERVICE UPON 10 DAYS WRITTEN NOTICE TO THE OTHER PARTY. END USER ACKNOWLEDGES AND AGREES THAT (A) THE FIREWALL AND THE FIREWALL SERVICES CONSTITUTE ONLY ONE COMPONENT OF END USER'S OVERALL SECURITY PROGRAM AND ARE NOT A COMPREHENSIVE SECURITY SOLUTION; (B) THERE IS NO GUARANTEE THAT THE FIREWALL OR THE FIREWALL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS CONNECTED TO THE FIREWALL OR SUPPORTED BY THE FIREWALL SERVICES WILL BE SECURE, OR THAT THE FIREWALL AND/OR FIREWALL SERVICES WILL MEET END USER'S REQUIREMENTS; (C) THERE IS NO GUARANTEE THAT ANY COMMUNICATIONS SENT BY MEANS OF THE FIREWALL OR THE FIREWALL SERVCIES WILL BE PRIVATE; (D) THERE IS NO GUARANTEE THAT ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE WILL BLOCK ALL SITES NOT DESIRED BY END USER OR THAT SUCH SOFTWARE WILL NOT BLOCK ANY SITES THAT ARE DESIRED BY END USER; AND (E) ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE IS USED AT END USER'S SOLE RISK AND DISCRETION.

Acts Beyond Tek-Hut's Control

Neither End User nor Tek-Hut will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond Tek-Hut's reasonable control, except that End User must pay for any Firewall Services used.

Representations and Warranties of End User

End User agrees, represents and warrants that:

1. It has full power and authority (including full corporate or governmental power and authority) to execute and deliver this Firewall Agreement and to perform its obligations hereunder; and
2. It has carefully reviewed the Firewall Agreement, and that its use of the Firewall Services rendered hereunder shall be designed, installed, furnished and in all respects provided and maintained in conformance and compliance with applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Firewall Agreement and it shall be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities.

End User understands that, should it request or make any changes to its Firewall, VPN or Firewall Services, that such changes may result in a lower level of security and may allow unsecured access to its network. In the event of any such change, End User acknowledges and agrees that it shall assume all risks and liabilities associated with or resulting from any such changes.

TEK-HUT, INC.

[redacted]

- Nate Bolden, President

DATE: 2/20/20

End User: Legacy Charter School District

By: [redacted]

Brett Stimpson, Technology Coordinator

DATE: 2/20/2020

Contract for School Psychologist Services

Legacy Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Legacy 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 Schools 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 schools within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter Schools and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter schools 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 Weave[redacted] Title: School Psychologist Date: 6/20/2022

Name[redacted] Title: Chairman Date: 7-21-22

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 **Legacy 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 Legacy 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 HERE OF, the parties hereto have caused this Agreement to be executed on this day of 6-25-24, 2024

By Provid[redacted] Date 6-25-24

[redacted] Pediatric Therapy

By School[redacted] Date 6-20-24

[redacted]

Print Name

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between **(Legacy Charter District)** (the "Covered Entity") whose principal address is 4015 Legacy Way, Nampa, ID, 83686-5801, 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 1, 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: [redacted]

Print Name: Christian Gutierrez

Title: General Manager

Date: 07/22/2022

"Covered Entity" – Legacy Charter School

Signature: [redacted]

Print Name: Brad McKnight

Title: Chairman

Date: 7-21-22

Signature: _____

Print Name: _____

Title: _____

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 Legacy Charter School ("Client"), with offices at *4015 Legacy Way, Napma, ID, 83686-5801.* 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.

Legacy Charter School	**AssetWorks Risk Management Inc.** dba Go Solutions
By: [redacted]	By: [redacted]
Name: Bart McKnight	Name: Christian Gutierrez
Title: Chairman	Title: General Manager
Date: 7-21-22	Date: 07/22/2022

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.**

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FINALSITE

Customer: Legacy Charter School
Created By: Ruthann Goodwin
Renewal
4/17/2025
Proposal Valid for 30 days

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Legacy Charter School ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at https://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

**** Indicates products added*** ***[x] Indicates products removed***

CMS Platform

Platform	
CMS Core (Website)	

Setup and Creative and Professional Services	
*Feeds Subscription Setup	*Support Plus Setup

Modules	
App Notifications Sender	* Support Plus

Products Included in CMS Core	
Calendar	Roles & Permissions
Posts	Standard Search
Forms	People Manager
Payments	Resource Manager
Faculty Portals	MFA / Authentication
Staff Directories	24/7 Support
Crisis Mode	Social Media Feeds - Starter
Page Pops	Number of Sites (2)
Cloud Storage 10 GB/Site	

Communications

Modules

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FINALSITE

Customer: Legacy Charter School
Created By: Ruthann Goodwin
Renewal
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iOS/Android App	

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

Docusign Envelope ID: 5BB92C24-66CE-4422-8194-2F0571AD3EC0

FINALSITE

Customer: Legacy Charter School
Created By: Ruthann Goodwin
Renewal
4/17/2025
Proposal Valid for 30 days

Application Services Subscriptions Costs:
Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (USD)
$ 0

Schedule	Amount
Period 1 - Jul 01 2025	$ 4,617
Period 2 - Jul 01 2026	$ 4,894
Period 3 - Jul 01 2027	$ 5,188

B. Additional Terms

1. **Initial Term: Unless otherwise specified in the Special Provisions above, the Initial Term shall be [3] years**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (3) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides AIT, or AIT provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Effective Date: Upon execution of this Order.**
4. **AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.**
5. **All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.**
6. **Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.**
7. **In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.**

Docusign Envelope ID: 5BB92C24-66CE-4422-8194-2F0571AD3EC0

FINALSITE

Customer: Legacy Charter School
Created By: Ruthann Goodwin
Renewal
4/17/2025
Proposal Valid for 30 days

C. Payment Terms

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars ($) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference.

Customer: Legacy Charter School	**Active Internet Technologies ('AIT')**
Signatu Signed by: [redacted]	**Signatu** DocuSigned by: [redacted]
Name (printed) Brett Stimpson	**Name (printed)** Jim Calabrese
Title (printed) Technology Director	**Title (printed)** Chief Financial Officer
Date 4/17/2025	**Date** 4/17/2025

AGREEMENT
FOR
EMPLOYEE GROUP INSURANCE

This Agreement for Group Insurance ("Agreement") is made and entered as of the 5th__ day of __May_____ 2022__ by and between the State of Idaho, Department of Administration, Division of Insurance and Internal Support, Office of Group Insurance ("OGI") and Legacy Charter School___, a political subdivision or school district of the State of Idaho ("Contracting Employer").

RECITALS

A. Idaho Code section 67-5767 authorizes the Director of the Department of Administration to provide group insurance, group annuity, and health care service coverage to school districts, public community colleges, public colleges, public universities and other political subdivisions of the State of Idaho (collectively, "Political Subdivisions").

B. The Director has delegated authority to provide group insurance, group annuity, and health care service coverage to Political Subdivisions and School Districts to OGI.

C. Contracting Employer is a Political Subdivision or School District and desires group insurance and health care service coverage under the terms and conditions of this Agreement.

AGREEMENT

THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Definitions. Terms, whether capitalized or not, in this Agreement shall have the meanings set forth in the Agreement, including the Recitals above, unless the context requires otherwise.

2. Group Insurance Coverage.

a. *Coverage Provided.* Subject to the terms of this Agreement, OGI will procure and maintain the types of group insurance, group annuity, and health care service coverage set forth below, for the officers and employees of Contracting Employer:

Medical (includes prescription drug coverage, vision and Employee Assistance Program)
Dental
Flexible Spending Accounts

The above types of insurance are collectively referred to in this Agreement as the "Group Insurance Program."

The policies of the Group Insurance Program provided under this Agreement will be identical to those policies provided by OGI to active and retired State of Idaho employees.

b. *Authority to Negotiate, Procure, Maintain and Administer.* OGI shall have complete and exclusive authority to negotiate, procure, maintain, and administer the Group Insurance.

3. Contracting Employer's Duties.

a. *Coverage Offered to All Employees and Officers.* Unless the type of insurance is identified as option in Section 2.a. or inclusion is waived by OGI, Contracting Employer shall offer the Group Insurance set forth in Section 2.a. to all benefit eligible officers and employees. Employer shall establish benefit eligibility criteria and consistently apply such criteria to determine the eligibility of officers and employees.

b. *Provision of Data.* OGI will provide Contracting Employer with a list of data and a submission schedule. Contracting Employer shall provide OGI with all such data in accordance with the submission schedule.

4. Costs and Payment. On or before the fifth (5^{th}) day of each month, Contracting Employer shall pay OGI for Contracting Employer's premiums and administrative contributions set forth below. The Contracting Employer shall pay premiums and administrative contributions in advance for the following month. The Contracting Employer shall submit stabilization reserve payments upon the initiation of participation in the Group Insurance and upon resumption of participation following the exclusion period set forth in section 5(c)(ii) of this Agreement.

a. *Premiums.* Contracting Employer shall categorize benefit eligible employees into a full time employee category (Tier 1) and a part time employee category (Tier 2). Contracting Employer shall pay the premium attributable to each officer and employee in accordance with their position in Tier 1 or Tier 2 and receiving Group Insurance under this Agreement (the "Premiums"). OGI will provide no less than thirty (30) days prior notice of Premium increases.

b. *Administrative Contributions.* Included in the Premiums, Contracting Employer is paying a fee per employee assessed to cover costs of OGI's procurement, maintenance, and administration of the Group Insurance Program. OGI will allocate such costs to the Contracting Employer in the same manner as OGI allocates the costs to the various agencies of the state of Idaho under the provisions of Idaho Code section 67-5769.

c. *Stabilization Reserve Payment.* Contracting Employer shall submit a non-refundable stabilization reserve payment in an amount arising from the projected annual Premiums for enrolled officers and employees of the Contracting Employer calculated by the state of Idaho's actuary. All rate stabilization reserves shall be vested in the state of Idaho and shall remain in the rate stabilization reserve account in the event of termination.

5. Term and Termination.

The policies of the Group Insurance Program provided under this Agreement will be identical to those policies provided by OGI to active and retired State of Idaho employees.

b. *Authority to Negotiate, Procure, Maintain and Administer.* OGI shall have complete and exclusive authority to negotiate, procure, maintain, and administer the Group Insurance.

3. Contracting Employer's Duties.

a. *Coverage Offered to All Employees and Officers.* Unless the type of insurance is identified as option in Section 2.a. or inclusion is waived by OGI, Contracting Employer shall offer the Group Insurance set forth in Section 2.a. to all benefit eligible officers and employees. Employer shall establish benefit eligibility criteria and consistently apply such criteria to determine the eligibility of officers and employees.

b. *Provision of Data.* OGI will provide Contracting Employer with a list of data and a submission schedule. Contracting Employer shall provide OGI with all such data in accordance with the submission schedule.

4. Costs and Payment. On or before the fifth (5^{th}) day of each month, Contracting Employer shall pay OGI for Contracting Employer's premiums and administrative contributions set forth below. The Contracting Employer shall pay premiums and administrative contributions in advance for the following month. The Contracting Employer shall submit stabilization reserve payments upon the initiation of participation in the Group Insurance and upon resumption of participation following the exclusion period set forth in section 5(c)(ii) of this Agreement.

a. *Premiums.* Contracting Employer shall categorize benefit eligible employees into a full time employee category (Tier 1) and a part time employee category (Tier 2). Contracting Employer shall pay the premium attributable to each officer and employee in accordance with their position in Tier 1 or Tier 2 and receiving Group Insurance under this Agreement (the "Premiums"). OGI will provide no less than thirty (30) days prior notice of Premium increases.

b. *Administrative Contributions.* Included in the Premiums, Contracting Employer is paying a fee per employee assessed to cover costs of OGI's procurement, maintenance, and administration of the Group Insurance Program. OGI will allocate such costs to the Contracting Employer in the same manner as OGI allocates the costs to the various agencies of the state of Idaho under the provisions of Idaho Code section 67-5769.

c. *Stabilization Reserve Payment.* Contracting Employer shall submit a non-refundable stabilization reserve payment in an amount arising from the projected annual Premiums for enrolled officers and employees of the Contracting Employer calculated by the state of Idaho's actuary. All rate stabilization reserves shall be vested in the state of Idaho and shall remain in the rate stabilization reserve account in the event of termination.

5. Term and Termination.

a. *Effective Date.* This Agreement shall commence as of _5-5-2022_____ and shall continue until terminated.

b. *Termination.* In the event of breach of this Agreement by Contracting Employer, OGI may terminate this Agreement upon thirty (30) days' notice to Contracting Employer. Following the participation of Contracting Employer in the Group Insurance Program for a continuous period of five (5) years under this Agreement or a predecessor agreement, Contracting Employer may terminate this Agreement at any time with or without cause upon (30) days' notice to OGI specifying the date of termination.

c. *Effect of Termination.*

i. Termination by OGI. Upon termination by OGI, Contracting Employer shall immediately submit payment to OGI for all outstanding liabilities for Premiums.

ii. Termination by Contracting Employer. Upon termination by Contracting Employer, Contracting Employer shall not be eligible to enroll officers and employees in the Group Insurance Program for a period of five (5) years from the effective date of the termination.

6. Statutory Revisions. Any amendments made by the Idaho Legislature to Idaho Code Title 67, Chapter 57 shall become a part of this Agreement upon their effective date and the contract shall be amended to the extent necessary to give effect to such amendments.

7. Notices. Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party, by email, or by certified mail, return receipt requested, to the other party at the other party's address stated below. Either party may change its address by giving notice of the change in accordance with this paragraph.

OGI: Office of Group Insurance
650 W. State Street, Ste 100
P.O. Box 83720
Boise, ID 83720-0035

Contracting Employer: Legacy Charter School
4015 S. Legacy Way
Nampa ID, 83686

8. Complete Statement of Terms. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. Except as set forth in section 6, this Agreement may not be modified without the written consent of OGI and Contracting Employer.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

10. Survival. Any termination of this Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of section 3(b), 4, 5, and 9.

[Signature Page Follows]

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

10. Survival. Any termination of this Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of section 3(b), 4, 5, and 9.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

OGI:

Department of Administration
Office of Group Insurance

By [redacted]
Its Director

Contracting Employer:

Legacy Charter School

Niki Gray
By [redacted]
Its

EL Coordinator Agreement Contract

THIS AGREEMENT is made and entered into between English Learners (EL) Coordinator, Jala Yonkovich, and Legacy Charter School, Inc.

WHEREAS the EL Coordinator agrees to oversee the EL program at Legacy Charter School, Inc., the following responsibilities will be completed annually:

- Maintain active certification to conduct EL coordinator responsibilities, including WIDA ACCESS 2.0 training and certification, WIDA Screener training and certification, and any other state or nationally required training and certification pertinent to the position.
- Participate in and/or review annual trainings including all accompanying materials distributed by the Idaho Department of Education via email, conference call, webinar, or other medium to ensure practices are current, applicable, and meeting state requirements.
- Complete EL participant identification, determine Idaho eligibility requirements for individual students, and screen EL program candidates using the WIDA Screener test and associated processes in the first month of the school year, including a review of pertinent home language surveys, individual teacher contacts, and contacts with the secretaries of the school.
- Review individual student needs, information, and data pertinent to the EL program and its processes, including special education services and accommodations for students who are to participate in the WIDA Screener process.
- Administer the WIDA Screener test and complete all hand scoring associated with the testing process.
- Upload all EL student testing data to the appropriate state and national databases.
- Prepare and deliver WIDA Screener results and parent notification letters to the school secretaries and place copies in student cumulative files.
- Receive and process the WIDA ACCESS 2.0 testing materials.
- Prepare for WIDA ACCESS 2.0 administration, including individual training and review of coordination and administration manuals, verification of appropriate student data in the WIDA system, establishment of testing sessions and student groups, printing test tickets, coordinating technology with the school technology director, and coordination of testing dates and times.
- Administer and oversee the WIDA ACCESS 2.0 test to all qualifying students.
- Review and prepare materials for return to the testing provider, including student writing tests, blank workbooks, testing materials with personal identifiable information, packing slips, etc.
- Prepare and deliver final WIDA results to teachers, including a copy for the teacher, a copy for the cumulative file, and a copy to be sent home with the final report card.
- Provide initial and ongoing support for all staff members regarding EL strategies, accommodations, and academic support for students who are identified as English Learners.
- Communicate progress and consult processes with the school administrator(s) and school testing coordinator(s).

For the services above, Legacy Charter School, Inc. agrees to pay the EL Coordinator $2,000.00 per school year until either party terminates the contract with 30 days written notice.

IN WITNESS WHEROF, the parties hereto have executed this agreement.

Legacy Charter School

[redacted]

Sep 21, 2023
Date

EL Coordinator

9-11-23
Date

TOK COMMERCIAL REAL ESTATE

PROPERTY SERVICES AGREEMENT

This Agreement for Services ("Agreement") is entered into as of November 20th 2024 (the "Commencement Date") by and between **LEGACY PUBLIC CHARTER SCHOOL INC** ("Owner"), and **TOK PROPERTY SERVICES LLC,** an Idaho Limited Liability Company ("Contractor").

RECITALS

A. Owner is the owner of that certain improved real property described in Exhibit B, attached hereto and incorporated herein by this reference ("Property").

B. Owner desires and Contractor agrees to supply to Owner certain services and duties which are to be performed in connection with the Property as further provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between the parties hereto as follows:

ARTICLE I
CONTRACTOR DUTIES

1.1 Duties. Contractor shall provide the labor, equipment, and supervision required to perform in a thorough and competent manner the services in Exhibit A, attached hereto and incorporated herein ("Services"). The Services shall be performed in a manner and at times that will not interfere with the conduct of activities of any occupant of the Property.

1.2 Emergency. In the event of any emergency which requires immediate repair or alteration; Contractor shall first contact Owner, but if Owner is not readily available for consultation, Contractor is authorized to take such action that is reasonable and prudent under the circumstances and Owner shall reimburse Contractor for all out-of-pocket expenses incurred.

ARTICLE II
OWNER DUTIES

2.1 Duties.

2.1.1 Furnish Documents. Owner shall promptly furnish Contractor with all documents, records and reports reasonably necessary for Contractor to properly maintain the Property, including, but not limited to, space and site plans, "as-built plans", and copies of service contracts.

2.1.2 Timely Cooperation and Responses. Owner shall cooperate with Contractor in Contractor's performance of its duties under this Agreement. Owner shall respond within ten (10) calendar days to written communications from Contractor, including, without limitation, requests for approval of repairs or other maintenance items, unless such communication is of a nature requiring a more prompt response (such as an emergency repair or tenant proposal with a short time line).

ARTICLE III
INSURANCE AND INDEMNIFICATION

3.1 Contractor's Duty to Insure. During the Term of this Agreement, Contractor shall maintain the following insurance:

a. Commercial general liability insurance including coverage for bodily injury, property damage, and contractual liability all in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate;

b. Commercial (Business) Automobile Liability in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate, if Contractor has company-owned vehicles that are driven onto the Property.

c. Worker's compensation insurance at statutory limits, if applicable.

3.2 Owner Indemnification. Contractor shall indemnify and hold harmless Owner, except for Owner's negligence, against any and all claims, debts, demands, or obligations which may be made against Owner or against its title in the premises, arising out of, or in connection with, any loss, damage, expenses, cost or liability rising from any fault or negligence by Contractor or any failure on Contractor's part to comply with any of the covenants, terms and conditions herein contained.

3.3 Contractor Indemnification. Except as otherwise expressly provided in this Agreement, Owner shall defend, indemnify and hold free and harmless Contractor, and its contractors, subcontractors, members, managers, employees, and affiliates (each, an "Indemnified Party" collectively, the "Indemnified Parties") from and against any and all demands, allegations, claims, actions, causes of action, judgments, awards, fines, penalties, damages, losses, liabilities, costs and expenses, including, without limitation, attorneys' fees (collectively, "Claims"), arising out of or relating to the maintenance or operation of the Property or the performance or non-performance by the Indemnified Parties of any of the duties, powers and responsibilities assigned to the Indemnified Parties under this Agreement, except Claims expressly adjudicated to have been caused by the Indemnified Parties' intentional misconduct or fraud.

ARTICLE IV
TERM OF AGREEMENT

4.1 Term. The term of this Agreement shall be from the Commencement Date until this Agreement is terminated by either party for any reason upon sixty (60) days advance written notice to the other party.

4.2 Compensation. The price for the Services shall be as outlined on Exhibit C during the Term. Any additional services required shall be invoiced separately and on a negotiated basis. Statements

for services rendered shall be submitted no less than monthly and shall be due and payable within thirty (30) days of statement date. If the Commencement Date is on a day other than the first day of a month, the monthly charge shall be prorated.

4.3 Payment. Contractor shall submit a "time and materials" monthly invoice to Owner for the amounts properly due under this Agreement. Subject to conditions for payment and limitations on liability set forth herein, Owner shall pay Contractor within thirty (30) days after receipt of an invoice. If Owner contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.

Email Invoices To: schoolclerk32@gmail.com

Mail Notices To: Legacy Charter School
4015 S. Legacy Way
Nampa, ID 83686

4.4 Termination. Upon termination of this Agreement for any reason, Owner shall pay Contractor the full fee due for the month in which termination occurred without proration.

ARTICLE V
MISCELLANEOUS

5.1 Entire Agreement. This Agreement and the items incorporated herein contain all of the agreements of the parties hereto with respect to the matters contained herein; and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by both Contractor and Owner.

5.2 Discrimination. Neither Owner, Contractor nor anyone authorized to act for such parties shall, in the lease or in the provision of services or any other manner, discriminate against any person on the grounds of race, color, creed, religion, handicap, sex, national origin, sexual orientation, or any other basis prohibited by law.

5.3 Joint and Several Liability of Owners. In the event the Property are owned by more than one Owner, the Owner's obligations set forth in this Agreement, including, without limitation, the Owner's indemnification obligations hereunder, shall be joint and several as to each Owner.

5.4 Execution by Electronic Signature. This Agreement may be executed by an electronic signature. An executed copy delivered with electronic signature shall be deemed an original for all purposes hereof. Each party executing by electronic signature shall provide an original signed copy to the party entitled thereto within five (5) calendar days of such delivery.

Docusign Envelope ID: 015418CD-D46E-4E4E-A4B1-063A509F2E07

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:
LEGACY PUBLIC CHARTER SCHOOL INC

[redacted]

(Print name) Seth Stallcop

Title: Administrator

Tax I.D. #: 27-2515468

DATED: 11-20-24

CONTRACTOR:
TOK PROPERTY SERVICES LLC

By [redacted]

(Print name) Michael Ballantyne

Title: Managing Partner

Tax I.D. #: 88-1767062

DATED:

EXHIBIT "A"

PROPERTY SERVICES – SCOPE OF WORK

GENERAL MAINTENANCE SERVICES:

Contractor shall provide services for the maintenance, repair, and operation of the facility.

Tasks include but are not limited to:

- Painting, patching, preventive maintenance, parking lot and building sign repairs, concrete and asphalt, carpentry, light fixture maintenance and repairs, welding, adjusting the timer for the lights, night light inspections, vandalism (correct damage), potential hazards, and other miscellaneous maintenance.

Contractor is responsible for providing all supervision, labor, materials, supplies, tools, transportation and equipment necessary to perform services. Contractor's employees must conduct themselves in a professional, orderly, and safe manner.

DAY PORTER SERVICES (if requested):

In addition to the general maintenance services listed above, these are additional specific duties to be performed at the Property:

- Pick up trash on the property.
- Clean dumpster enclosures as needed.
- Clean cobwebs off building as needed.
- Clean spills on sidewalks as needed.

EXHIBIT "B"

PROPERTY DESCRIPTION

Address: 4015 S. Legacy Way, Nampa Idaho

Parcel #: R29454010A0



EXHIBIT "C"

MAINTENANCE FEES FEE SCHEDULE

Business hours are considered to be Monday-Friday between 8:00 a.m. and 5:00 p.m.

General Maintenance:

Maintenance Services – up to 8 hours per month	$550.00 per month
Maintenance Services exceeding 8 hours per month	$75.00/hour
Outside Business Hours/Emergency Maintenance	$110.00/hour

10% OH&P on all materials, subcontracted activities, equipment rentals

Additional Services (if requested):

Day Porter Services: $50.00 per hour

Power washing / window washing: requires separate bid

Construction Management: requires separate bid