CONTRACT FOR DUAL ENROLLMENT

2026-2027 School Year

THIS CONTRACT is made and entered into this 19 day of August 2026, by and between **NAMPA SCHOOL DISTRICT NO. 131**, hereinafter referred to as "**Nampa District**", and **"LIBERTY CHARTER SCHOOL"**, hereinafter referred to as **"Liberty"**, 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. LIBERTY 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 LIBERTY 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 LIBERTY.

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

5. Reimbursements for costs of dual enrollment to Nampa District shall be by billing to LIBERTY on or before December 31, 2026, for first trimester classes and fall sports/activities, and on or before May 31, 2027, 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.

6. This Contract shall be in full force and effect for the school year 2026-2027 and will terminate June 30, 2027.

7. The provisions and stipulations of this Contract shall inure to and bind the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

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

NAMPA SCHOOL DISTRICT NO. 131

Steve LaBau

Executive Director, Secondary Education

Signature

8/19/26
Date

LIBERTY CHARTER SCHOOL

Shaila Bryant
Print Name

Chairman
Title

Signature

8/19/26
Date

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.

Updated 6/2025

Attachment B

Liberty Charter School - 5984 - Renewal 2026

Quote created: July 16, 2026 Reference: 20260716-135329359

Liberty Charter School - 5984
9955 Kris Jensen Ln
Nampa, ID 83686
United States

Brett Stimpson
bstimpson@libertycharterschool.com
+12089895183

Comments

Thank you for your continued BrightArrow partnership.
We appreciate the impact you and your team make daily.

Hannah Oliphant - Customer Success Manager BrightArrow



Products & Services

Products & Descriptions	Units Purchased	Unit Cost Before Discount	Unit Cost After Discount	Total Cost After Discount
1X SMS PLAN FOR PS 2026 BrightArrow Messaging includes unlimited email and voice calls, along with two-way messaging with push notifications. This contract also includes the equivalent of one SMS per day for 180 school days per licensed contact. The total annual SMS volume is calculated by multiplying the number of licensed contacts by 180.	520	$3.99	$2.86	$1,487.20 after $587.60 discount

One-time subtotal	$1,487.20
after $587.60 discount	
Total	$1,487.20
Total contract value	$1,487.20

Signature

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

Brett Stimpson
bstimpson@libertycharterschool.com



This quote expires on August 30, 2026

Purchase terms

For reference:

Here is a link to our Terms and Conditions and our Privacy Policy.

Questions? Contact me



Hannah Oliphant
Customer Success Manager
hannaholiphant@brightarrow.com

BrightArrow

Title	Liberty Charter School - 5984 - Renewal 2026
File name	redir
Document ID	3e0f35aa528c3507fb2603bacee9800fd62cab63
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was signed on app.hubspot.com

Document History

SENT	**07 / 16 / 2026** 20:37:59 UTC	Sent for signature to Brett Stimpson (bstimpson@libertycharterschool.com) from esign@hubspot.com IP: 54.174.52.20
VIEWED	**07 / 16 / 2026** 20:38:17 UTC	Viewed by Brett Stimpson (bstimpson@libertycharterschool.com) IP: 217.177.219.52
SIGNED	**07 / 16 / 2026** 20:38:50 UTC	Signed by Brett Stimpson (bstimpson@libertycharterschool.com) IP: 217.177.219.52
COMPLETED	**07 / 16 / 2026** 20:38:50 UTC	The document has been completed.

CONTRACT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN *Liberty Charter School.* AND *Brown Bus Company*

This Contract for Transportation Services (the "Contract") is entered into on *July 01, 2026* (the "Effective Date") between the *LIBERTY CHARTER SCHOOL*, 9955 Kris Jensen Ln., Nampa, Canyon County, Idaho, (the "School School"), and *Brown Bus Company* of *2111 E. Sherman Ave., Nampa, Canyon County*, Idaho (the "Contractor").

RECITALS

A. Under Idaho Code section 33-1510(2), the School advertised and bid on the transportation services provided under this Contract for a period of five (5) years, and the Contractor was the lowest responsible bidder meeting the specifications.

B. The School and Contractor desire to provide for the transportation of students in the School to and from school as set forth in this Contract.

AGREEMENT

NOW THERFORE, in consideration of the recitals set forth above, which are incorporated into this Contract by this reference, and the mutual promises set forth in this Contract, the parties agree as follows:

1. Incorporation by Reference and Priority of Documents.

    a. The following documents are attached to and incorporated by reference into this Contract as if set forth in full: 1. the advertisement for bids; 2. the bid by the Contractor, including the Request for Proposal; 3. the bid bond; and 4. the notice of award; the provisions contained in this Agreement and recited all provisions required by law to be inserted in this Agreement, whether actually inserted or not.

    b. All of the above taken as a whole shall constitute the contract document; provided, however, that in the event of any inconsistencies between the this written Agreement and the provision of the items listed in item 1(a), above, the provisions of the written Agreement shall control if this Agreement specifically addresses the issue in question.

    c. Unless a different priority of documents is set forth in the advertisement for bids, a lower numbered document in this section shall supersede a higher numbered document to the extent necessary to resolve any conflict or inconsistency.

2. Definitions. Terms, whether capitalized or not, in this Contract shall have the meanings set forth below when used in the Contract unless the context requires otherwise:

    a. The term "**Board**" shall mean the Board of Directors of School or the Board's duly authorized representative.

b. The term "**contract**" or "**contract documents**" shall mean each of the various parts the contract referred to in paragraph one (1) of this Contract, both as a whole and severally

c. The term "**Contractor**" shall mean BROWN BUS COMPANY, an Idaho corporation, Contractor's assigns, and any person, firm, or corporation who or which shall at any time be substituted in Contractor's place.

d. The terms "**law**" or "**laws**" shall mean Federal law, the Constitution of Idaho, the statutes of Idaho, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.

e. The term "**notice**," in the context of notice to the Contractor, shall mean written notice deposited in the United States First-Class mail addressed to Contractor at 2111 East Sherman Avenue, Nampa, Idaho 83686-7391, or to such other address as may appear in an instrument executed by Contractor for that purpose and mailed by United States mail or delivered to School as a change of address. Notice to School means written notice deposited in the United States First-Class mail addressed to the Administrator of the School at 9955 Kris Jensen Ln., Nampa, Idaho 83686, or other duly authorized agent, or delivered personally to the Administrator of the School or other duly authorized agent. Nothing contained in this contract shall, however, be deemed to preclude or render inoperative the service of any notice, direction, or other communication on Contractor personally, or if Contractor is a corporation, on any officer or director of Contractor

f. The term "**specifications**" shall mean the Request for Proposal, Student Transportation Services — Liberty Charter School, issued by the School May 13, 2026.

g. "Base Compensation" shall mean:

   i. The sum of all payments made to the Contractor pursuant to section 16 of this Contract for all elapsed Instructional Days in the current annual academic calendar; or

   ii. If no payments have been made to the Contractor in the current annual academic calendar, the sum of all payments that were made to the contractor providing transportation services for Instructional Days in the prior annual academic calendar; or

   iii. If no payments have been made to the Contractor in the current annual academic calendar and no payments for transportation services were made to any contractor in the prior annual academic calendar, the sum of all payments the parties estimate will be made to the Contractor pursuant to section 17 of this Contract for all Instructional Days in the current annual academic calendar.

h. "Closure" shall mean when more than fifty percent (50%) of all students enrolled at an educational facility served by Contractor are not physically attending class at the educational facility use to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or the public enemy, acts of the federal, state or local government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or mechanical failure of heating, cooling or other environmental systems. Closure includes a "soft closure," which shall mean when students are not physically attending school or class, but instead are attending school remotely, using internet access, video links, or printed materials.

i. "Daily Route Rate" shall mean the individual Rates bid by Contractor or the Base Compensation, plus adjustments divided by:

   i. The number of elapsed Instructional Days in the current annual academic calendar for which the School has paid the Contractor; or

   ii. If no payments have been made to the Contractor in the current annual academic calendar, the number of Instructional Days in the prior annual academic calendar; or

   iii. If no payments have been made to the Contractor in the current annual academic calendar and no payments for Student Transportation services were made to any contractor in the prior annual academic calendar, the sum of all payments the parties estimate will be made to the Contractor based on the rates bid and incorporated into this Agreement for all Instructional Days in the current annual academic calendar.

j. "Instructional Day" shall mean a day identified on the School's established annual academic calendar as a day when students are present at a facility and Student Transportation is scheduled to be provided or a day designated by the School as a replacement or "make up" day for a day missed due to a Closure and Student Transportation is also scheduled to be provided. An Instructional Day shall not include any Saturday, Sunday, or day identified on the School academic calendar as a day when students are not present at a facility such as a holiday or teacher training day.

k. "Consecutive Instructional Days" shall mean adjoining calendar days identified on the School's academic calendar as a day when students are present at a facility. Consecutive Instructional Days include calendar days interrupted by one or more of the following: a Saturday; a Sunday; and calendar days identified as a holiday, break or teacher training day on the School's school academic calendar.

3. Term and Renewal. This Contract shall commence on July 1, 2026, and expire on *June 30, 2031,* for a total period of *five* (5) year(s), unless sooner terminated in accordance with the provisions of this Contract. The parties may renew this Contract one (1) time for a period not to exceed five (5) years upon a determination by the Board of Trustees of the District, after

renegotiation with the Contractor, that the terms of the renewal are satisfactory to the District and the Contractor. Any such renegotiated contract shall be in writing.

4. Scope of Work. The Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications (the "Transportation Services") and shall do all things necessary or proper for the performance and completion of the work required by this Contract, in the manner and at the times provided in the bid and specifications.

5. Contractor Personnel.
    a. Contractor agrees to make a good faith effort to supply a primary driver with each bus route. If the Contractor is unable to secure a driver for any route, the route shall be suspended until a driver can be hired and trained. In the event that a route is suspended, the responsibility is that of the schools to notify families of the route suspension.
        i. Due to the vested interest in securing drivers, the school commits to providing assistance in the recruiting of drivers (i.e. allowing banners to be displayed on school property, recruiting notes/ads in newsletters, school emails and social media, dual roles of current school staff, etc.).

6. Interruption of Service. In the event Contractor fails or is unable to provide the student transportation as provided for in this Agreement due to strike, work stoppage due to labor dispute, act of God, civil disturbance, fire, riot, war, pandemic, governmental action, closure or any other condition or cause beyond Contractor's control, no penalty shall be assessed to Contractor by School and School shall excuse Contractor from performance under this Agreement. Should Contractor for any reason fail to provide student transportation as provided for in this Agreement, School may use Contractor's buses to transport and/or cause the students to be transported by any available means until Contractor is able to resume its regular operation. In the event School exercises the option of the immediately preceding sentence, it shall pay Contractor the same amount specified in the rate schedule applicable for that year, less all expenses and costs incurred by School in securing the services of such operating personnel.

7. Delegation of Authority. The School hereby delegates to the Contractor the necessary authority to supervise and control students on the buses operated by the Contractor while the students are aboard the buses or the buses are enroute under such rules as are adopted by the School. However, this authorization shall not include the right to administer corporal punishment, nor the right to eject any offender under circumstances that may or are likely to result in injury or danger to the offender. The Contractor shall transport only those students designated by the School.

8. School Closure. The School shall inform the Contractor as soon as reasonably possible of a Closure due to weather, fires, floods, epidemics, quarantine restrictions, mechanical failure of heating, cooling or the environmental systems or other causes beyond the control and without fault or negligence of the Contractor. Upon notice of a Closure, the Contractor shall be paid under the Alternative Payment Schedule set forth under section 23 of this Contract.

9. Schedule Details. Prior to the start of each school year, the Contractor shall furnish to the School a description of each route, a time schedule, and a list of designated stops to be observed on each route. The School may, at its discretion, make changes in the routes, time schedules, or designated stops and eliminate or consolidate any route to meet changed conditions. However, the School shall make no change to any route, time schedule, or designated stop or elimination or consolidation of any route, except to meet unexpected or emergency conditions, until after the Contractor has been given an opportunity to confer with the School or its authorized representatives with respect to the change, elimination, or consolidation at least *thirty* (*30*) days in advance of the change, elimination, or consolidation. The monthly Student Transportation invoice will reflect the School change, elimination, or consolidation of routes or additional services for school-sponsored activities, as provided in the specifications. The School may, from time to time, establish policies to be observed by the Contractor in connection with provision of the Transportation Services, including starting times, bus stops, discipline on the buses, and any situations that may from time to time arise in the performance of the Contract.

10. Route/Activity Busing Definitions. The following are the definitions of the various routes and related bus services to be provided by Contractor pursuant to this contract. The rates set forth on the Contractor's Bid Form, attached hereto as Exhibit "A" and incorporated herein by this reference, are for the route/other transportation services as hereinafter specifically described

    a. Daily Transportation. The following define daily transportation and other periodic transportation. A charge for excess hours and miles will be applicable to each route, which runs in excess of the established base hours and/or miles.

        i. *Regular Daily Route* is defined as transporting a group of students from designated bus stop(s) to school at the beginning of each school day and transporting a group of students from school to designated bus stop(s) at the end of each school day. Bids shall be submitted on a per-route-per-day basis, with an 80-mile-per-day base and a 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM). An allowance for the required pre-trip and post-trip inspections will be applied to the 4.0-hour per-day base. In instances where the 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM) is exceeded, the time will be rounded to the nearest ¼ hour.

        ii. *Kindergarten/Midday Route* is defined as transporting morning kindergarten students from school to designated bus stop(s) each school day. Bids shall be submitted on a per-route-per-day basis, with a 35-mile-per-day base and a 2.0-hour-per-day base, which includes time for pre-trip and post-trip inspections. In instances where the 2.0-hour-per-day base is exceeded, the time will be rounded to the nearest ¼ hour.

        iii. *Special Needs Route* is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and

transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students being designated by the School as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall have the responsibility for maintaining the discipline, safety and welfare of the passengers on the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 80-miles-per-day and a 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM). An allowance for the required pre-trip and post-trip inspections will be applied to the 4.0-hour-per-day base. In instances where the 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM) is exceeded, the time will be rounded to the nearest ¼ hour.

iv. *Lift Route* is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students who are not ambulatory or who are designated by the School as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Buses shall be equipped with lifts to assist in loading wheelchairs. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall have the responsibility of assisting in the loading and unloading process and for maintaining the discipline, safety and welfare of the passengers on the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 80-miles-per-day and a 4.0-hour per-day base (two (2) hours in the AM and two (2) hours in the PM). An allowance for the required pre-trip and post-trip inspections will be applied to the 4.0-hour per-day base. In instances where the 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM) is exceeded, the time will be rounded to the nearest ¼ hour.

v. *Standby Buses* are buses to be used for the purposes of providing activity and field trips and replacement in the event of required and/or necessary service. Bid shall be submitted on a per-bus-per-day basis.

b. Other Transportation Services. For purposes of the bid process none of the following are assumed to include overnight trips. Cost of trips that require an overnight stay shall be separately determined by mutual agreement between School and Contractor before the trip is made.

i. *Field Trips* are defined as transporting students from school to some other location and back for non-competition activities. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round-trip

rounded up or down to the nearest ¼ hour, allowing time for an adequate pre-trip and post-trip inspection.

ii. *Activity Busing* is defined as transporting students from school to some other location for the purposes of competition. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round-trip rounded up or down to the nearest ¼ hour, allowing time for an adequate pre-trip and post-trip inspection.

iii. *Shuttle Busing* is defined as transporting students from school to school or from school to site and from site to school. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round-trip rounded up or down to the nearest ¼ hour, allowing time for an adequate pre-trip and post-trip inspection when necessary.

iv. *Additional Driver* is defined as a qualified driver or bus assistant.

v. *Student Safety Training* is defined as providing at-school training on bus rider safety and emergency procedures. Training shall include all students K-5 and be done on a classroom basis. A classroom shall not consist of more than 36 students. Bid shall be as a rate per classroom. Safety training shall be completed twice per year in accordance to National Highway Safety Program Guideline 17 as referenced in SISBO.

11. Shared Route Rider. As noted on page 16 of the RFP, seven (7) routes are shared with Victory Charter School, transporting students from both schools simultaneously. This cooperative effort between the two (2) schools is unique and with that in mind, we have included a "Shared Route Rider". Below are the details and explanation of the rider and the applicable route rate structure.

a. *Trigger.* This Rider applies when both (a) this Agreement and (b) a substantially similar transportation services agreement between Contractor and the other Nampa based charter school party (Victory Charter School or Liberty Charter School, as applicable) are both in full force and effect for the same school year.

b. *Shared Route Definition.* "Shared Routes" means those specific seven (7) daily routes that are operated by the Contractor to serve students at both schools on a combined basis. The current seven (7) Shared Routes may be updated by mutual written agreement of the parties.

c. *Rate Adjustment.* For each Shared Route Day on which both Agreements are active, each school shall be invoiced at fifty percent (50%) of the applicable daily route rate set forth in Exhibit "A" of the Student Transportation Agreement, in lieu of the full daily rate. The Contractor shall receive the full daily rate for each Shared Route Day, split equally between the two schools.

d. *Standalone Trigger.* If either Agreement is terminated, expires, or is suspended for any reason, Shared Routes shall revert to the full daily rate for the remaining active school.

e. *Rate Protection.* The Shared Route rate adjustment does not affect any other rate provisions of this Agreement, including excess mileage, excess hours, activity bus, or field trip rates.

f. *Annual Review.* The designation of routes as Shared Routes shall be reviewed annually prior to each school year and updated by mutual written agreement.

12. Responsibility for Students. The Contractor shall be fully responsible for the care and supervision of students while they are being transported. The transportation of a student shall be deemed to have begun when the student begins to board the school bus and shall be deemed to have ended when a student has completed alighting from the bus at a reasonably safe place in which to alight in view of the circumstances then prevailing.

13. Compliance with Laws and Regulations. The Contractor and Contractor's drivers shall comply with the laws of the state of Idaho and all applicable rules, policies, or requirements of the Idaho Transportation Department, Idaho Public Utilities Commission, Idaho Department of Education, Idaho Board of Education, the School, and any other state or local unit of government. Furthermore, the Contractor's drivers must submit to a criminal history background check under Idaho Code section 33-130. The Contractor shall not assign a driver to provide transportation under this Contract whose criminal history background check shows the driver has been convicted of a felony crime enumerated in Idaho Code section 33-1208 or a misdemeanor or felony driving offense enumerated in Idaho Code sections 49-1301, -1302, -1401, or -1404 or title 18, chapter 80, Idaho Code.

14. Termination for Fiscal Necessity. The School is a government entity and it is understood and agreed that the School's payments under this Contract shall be paid from local tax revenue, state of Idaho legislative appropriations, funds granted by the federal government, or any combination of these sources. The School's Board of Directors retains full discretion to allocate tax revenue in the public budget setting process during each budget period covered by this Contract. The Idaho Legislature is under no legal obligation to make appropriations to fulfill this Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the School or the state of Idaho beyond the term of any approved School budget, appropriation of funds by the Idaho Legislature, or beyond any federal funds granted to the School, as may exist from time to time. The School reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the School's Board of Directors neglects, fails, or refuses to approve a budget sufficient for the School to continue payments, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the School to continue such payments, or requires any return or "give-back" of funds required for the School to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the School discontinues or makes a material alteration of the program under which funds were provided,

or if federal grant funds are discontinued. The School shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. Nothing in this section shall be construed as ability by the School to terminate for its convenience.

15. Termination Without Cause – By School. In the event School desires to terminate this Contract it shall give Contractor written notification of that intent on or before the March 15immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, School may terminate the Agreement by giving a second written notice to Contractor on or before April 15 of the same year. All affected future rights and liabilities of the parties shall thereupon cease at the end of the annual academic calendar year. Further, in the event that funds are no longer available to support this Contract, as described herein, the School shall not be liable for any penalty, expense, loss of profits, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom. At Contractor's request, the School shall promptly provide supplemental documentation as to such termination for fiscal necessity. Nothing in this section shall be construed as ability by the School to terminate for its convenience.

16. Termination Without Cause – By Contractor. In the event Contractor desires to terminate this Agreement it shall give School written notification of that intent on or before the March 15 immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, Contractor may terminate the Agreement by giving a second written notice to Contractor on or before April 15 of the same year.

17. Payment Schedule. On or before the *8th* day of each month of the School's annual academic calendar covered by this Contract, the Contractor shall submit to the School an invoice that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the fifteenth (15th) day of the month in which the invoice is submitted, the School shall pay the Contractor the contract price for those services that it shall find to have been rendered, computed the basis of the bid submitted by the Contractor to School, adjusted by the terms of the adjustment provisions set forth in paragraphs 18 through 21, below, if applicable. Contractor agrees to submit to School a year-end summary for state reimbursement by August 1st of each year for the preceding one-year period.

18. Past Due Billings. If payment is not received by the last business day of the month which follows the month the billing was originally submitted, transportation will cease at the end of the month that the billing became past due.

19. Consumer Price Index (C.P.I.) Adjustment.
    a. *Applicable C.P.I.* The annual C.P.I. adjustment shall be based on the Consumer Price Index as defined by the Federal Government. The C.P.I. to be used will be the "Consumer Price Index for All Urban Consumers: U.S. City Average for All Items (1982-84 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"). In the event the CPI-U is discontinued, the alternate C.P.I. which will be used will be the

"Consumer Price Index for All Urban Wage Earners and Clerical Workers: U.S. City Average for All Items (1982-84 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-W"). Further still, in the event both the CPI-U and the CPI-W are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor will be used for the computation.

b. *Annual Rate Adjustment*. The base contract shall be for a term of five (5) years, beginning July 1, 2026. The agreed prices will be used for the operations during the first year of the contract, July 1, 2026, through June 30, 2027. Contractor compensation for the second, third, fourth, and fifth years of the contract, beginning on July 1 of each successive year, shall be based on the percentage of increase (or decrease) in the Consumer Price Index (C.P.I.-U). The "Benchmark Month" for determining the change in the C.P.I.-U shall be April 2026. If the increase (or decrease) in the C.P.I.-U from the Benchmark Month to April 2027 is at least one percent (1%), the rates for the second year of the contract shall be adjusted. The increase (or decrease) calculation is cumulative over the entire contract period. This procedure and calculation will be followed to determine the rate charges for the remaining years of the contract.

c. *C.P.I. Diesel Fuel Price Removal*. In calculating the C.P.I.-U each year, an adjustment to the C.P.I.-U will be made to remove the diesel fuel portion from the C.P.I.-U index before applying the C.P.I.-U to the rates. The calculation will be made according to the recommended methodology by the State of Idaho Department of Education using information from the U.S. Department of Labor, Bureau of Labor Statistics.

d. *Addition to Annual C.P.I. Adjustment.* In the event that market changes, regarding labor, specifically school bus drivers, the School and Contractor will have the right to negotiate an increase in addition to the Annual C.P.I. increase, in order to allow the Contractor to provide a competitive pay rate and to continue to provide the appropriate number of qualified school bus drivers.

20. Fuel Price Fluctuation Adjustment.

a. *Base Price.* To protect both the School and Contractor against future changes in fuel prices over which neither School nor Contractor have control, the School will figure a base price for fuel as of Tuesday, May 12, 2026, as used in the original RFP, dated May 13, 2026. The **base price** of diesel #2 low sulfur is **$5.34325** This price does include applicable State and/or Federal taxes. The base price was determined by using the Oil Price Information Service (OPIS) average price for the State of Idaho and confirmed with local supplier.

b. *Calculation of Adjustment.* Starting July 1, 2026, the Contractor' s rates will be adjusted up or down for any difference in the base fuel price above or below the base fuel price. For every incremental fuel price change of at least five cents ($0.05)

above or below the base fuel price, there will be a fuel price adjustment added or subtracted from the route rates in the amount of $.50 per-route-per-day. Rate adjustments up or down will not be calculated more frequently than once per month. This adjustment is independent of the C.P.I. Adjustment of paragraph 18a and 18b, above.

c. Contractor will be entitled to the C.P.I.-U Adjustment and the Fuel Price Fluctuation Adjustment. The use of one adjustment does not preclude the use of the other adjustment. The C.P.I.-U used will be modified to avoid compounding of the Fuel Price Fluctuation by removing the diesel fuel portion from the C.P.I.-U.

21. Mandates by Local, State or Federal Government. It is recognized that governmental mandates, whether local, state or Federal, that were unanticipated and/or did not exist at the time of bidding, that might require additional training, retrofitting of equipment or any other requirements that become necessary to fulfill the terms of the contract, might be adopted and effective during the period of the contract. In the event of a governmental mandate, it will be required that the School and Contractor initiate negotiations as to the cost of the mandate.

22. Effect of Changes to School Busing Model. It is understood and agreed by School and Contractor that the bidding by Contractor for this contract was predicated on the student transportation model represented in the RFP. In the event of any changes implemented by School during the term of this contract to the existing student transportation model, the parties agree that all rates for the contract will be reviewed and renegotiated by the parties for the remainder of the contract term to take into account the altered School student transportation model.

23. Alternative Payment Schedule.

a. On or before the *8th* day of each month after which a Closure on an Instructional Day occurs, the Contractor shall submit to the School an invoice, which shall identify the request for payment under this Alternative Payment Schedule and include the date(s) of the Closure. On or before the last business day of the month in which the invoice is submitted, the School shall pay the Contractor as follows:

i. **Short-Term**: If a Closure of more than three (3) days (cumulative) during the school year, but fifteen (15) days or less, occurs, the District shall pay the Contractor fifty percent (50%) of the current Rate Per Day Per Bus/Route per Instructional Day and/or scheduled student transportation days the Contractor does not provide transportation due to the Closure.

ii. **Long-Term #1** (Contractor pays full-time staff and other fixed expenses, no pay for drivers): If a Closure of more than fifteen (15) days (cumulative) during the school year, occurs, the District shall pay the Contractor seventy percent (70%) of the current Rate Per Day Per Bus/Route per Instructional Day and/or scheduled student transportation days the Contractor does not provide transportation due to the Closure.

iii. **Long-Term #2** (Contractor pays full-time staff, other fixed expenses and pays drivers): If a Closure of more than fifteen (15) days (cumulative) during the school year, occurs, the District shall pay the Contractor eighty-five percent (85%) of the current Rate Per Day Per Bus/Route per Instructional Day and/or scheduled student transportation days the Contractor does not provide transportation due to the Closure.

24. Record Keeping. The School may audit, in such a manner and at all reasonable times as it deems appropriate, all activities of the Contractor arising in the course of its undertakings under this Contract. The Contractor shall maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract as required by the School. The School shall have access to any of the Contractor's books, documents, or records that are directly related to preparation of the student transportation billing for this Contract. Access to records includes the right to review, audit, inspect, and make excerpts and transcriptions. The Contractor shall maintain all books, records, and other documents relevant to this Contract for three (3) years after final payment and any person duly authorized by the School shall have full access to and right to examine any of said materials during this period. If an audit, litigation, or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such actions are resolved, or until a three (3) year period has passed, whichever is later.

25. Inspection. The School may inspect any and all buses and their operation by riding as passengers or by other reasonable means.

26. Time of the Essence. Since the Contract concerns a necessary public service, the provisions of the Contract relating to the daily schedule and policies that may be established by the School regarding timing are of the essence to the Contract. Accordingly, the Contractor shall prosecute the work diligently to assure adherence to the schedules.

27. Assignment of Contract. The Contractor agrees not to assign this Contract, or any interest in the Contract, without the prior written approval of the School.

28. Failure of Operation. In the event that the Contractor fails to operate any route because of the failure of equipment, the Contractor will be prevented from invoicing the School the days or portion of the route that the Contractor failed to operate.

29. Grounds for School to Declare Default and Terminate Contract for Cause.

    a. The School shall have the right to declare the Contractor in default if:

        i. The Contractor becomes insolvent;

        ii. The Contractor makes an assignment for the benefit of creditors;

iii. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;

iv. The Contractor fails to perform any schedule when notified to do so by the School;

v. The Contractor abandons the work;

vi. The Contractor refuses to proceed with the work when and as directed by the School;

vii. The Contractor, without just cause, reduces the Contractor's working force to a number that, if maintained, would be insufficient, in the opinion of the School, to carry out the work in accordance with this Contract;

viii. The Contractor sublets, assigns, transfer, conveys, or otherwise disposes of this Contract other than as specified in this Contract;

ix. A receiver or receivers are appointed to take charge of the property or affairs of the Contractor;

x. The School is of the opinion that the Contractor has willfully or in bad faith violated any of the provisions of this Contract;

xi. The Contractor or Contractor's agents or employees violate any applicable laws;

xii. Any vehicles provided by the Contractor are operated in a manner that imperils the safety of the passengers; or

xiii. Any vehicles provided by the Contractor are not kept clean or in first-class mechanical condition.

b. Before the School shall exercise its right to declare the Contractor in default, it shall give the Contractor an opportunity to be heard, on *thirty* (30) days' notice. At such hearing, the Contractor may, at the Contractor's expense, have a stenographer present; provided, however, that a copy of the stenographic notes, if any, shall be furnished to the School.

c. The right to declare the Contractor in default for any of the grounds specified or referred to in this section shall be exercised by sending the Contractor a notice signed by the chairman, secretary of the School's Board of Directors or designee, setting forth the ground(s) on which each default is declared.

d. If the School, after giving the Contractor notice and an opportunity to be heard, exercises its right to declare the Contractor in default, the School may terminate the Contractor's services.

e. After the termination of Contractor's services for a default under this Contract, the School may employ another contractor or contractors to complete the terms of this Contract and hold the Contractor responsible for any extra or added expense, loans, or damages suffered by the School. The rights of the School after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

30. Grounds for Contractor to Declare School in Default and Terminate Contract for Cause.

a. The Contractor shall have the right to declare the School in default if

i. School is or becomes insolvent;

ii. School makes a general assignment for the benefit of creditors;

iii. A voluntary or involuntary petition in bankruptcy is filed by or against School;

iv. A receiver or receivers are appointed to take charge of the property of School;

v. Contractor is of the opinion that School has willfully or in bad faith violated any of the material provisions of this Agreement;

vi. Non-payment by School pursuant to Section 17.

b. The right to declare the School in default for any of the grounds specified or referred to in this section shall be exercised by sending the School a notice signed by the Contractor personally, or if Contractor is a corporation, by any officer or director of the Contractor, setting forth the ground or grounds on which each default is declared.

31. Report of Accident. Any accident involving student transportation shall be reported to the School as soon as possible and not later than *twenty-four* (*24*) hours from the time of the accident. A detailed written report must be submitted to the School as soon thereafter as possible, but not later than *ten* (*10*) days after the date of the accident.

32. Indemnification. Contractor shall indemnify the School from any loss that it may sustain from any cause arising out of the performance or lack of performance of this Contract by the Contractor.

33. Severability. If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

34. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Idaho. It is the intention of the parties to this contract that all legal provisions of law required to be inserted in this Agreement shall be and are inserted in it. However, if, by mistake or otherwise, some such provision is not inserted in the Agreement,

or is not inserted in proper form, then on the application of either party the contract shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective representatives duly authorized to do so on the date and year written below.

Liberty Charter School:

By Rebecca Stallcop

Its Administrator

Date: 6/24/26

Brown Bus Company:

By Brent Carpenter

Its Regional Director of Operations - NW

Date: 6/23/2006

EXHIBIT "A"

BID FORM:

Rates provided on the Bid Form are to be used for contract renewal purposes by the School in calculating and evaluating the rates provided.
The Contractor acknowledges that (s)he has read and agrees to all terms and conditions of the original Bid Procedures and Specifications concerning Liberty Charter School Transportation Requirements, including the Bidder Questionnaire:

Description	Base-Mile / Base-Hour	Rate Per Day / Route	Excess Hours Rate	Excess Miles Rate	Rate Per Hour	Rate Per Mile
Regular – Elem/Sec	80 /4.0	455.26**	42.75	1.37	N/A	N/A
Midday	35 / 2.0	215.00**	42.75	1.37	N/A	N/A
Special Needs/Pre School	80 / 4.0	465.56**	85.50	1.37	N/A	N/A
Lift	80 / 4.0	475.56**	85.50	1.37	N/A	N/A
Activity Trip	N/A	N/A	N/A	N/A	52.98	1.10
Shuttles	N/A	N/A	N/A	N/A	52.98	1.10
Additional Driver	N/A	N/A	N/A	N/A	42.75	N/A
Safety Training	N/A	N/A	N/A	N/A	N/A	N/A
Standby Buses	N/A	N/A	N/A	N/A	N/A	N/A

NOTE:
**** Above route rates are presented at the "full daily rate", as referenced in the Shared Route Rider at Section 11 above. 50% applicable Rate Adjustment will be applied based on the Trigger. (i.e. $455.26 x 50% = $277.63 Regular Route Rate).**

Field Trip / Activity Trip – 2 hour minimum
Student Safety Training – No separate charge

Brent Carpenter

SIGNATURE OF BIDDER

Gmail Alane Mcknight <aclmcknight@gmail.com>

Student Transportation Services Contract

2 messages

Alane Mcknight <clerk@libertycharterschool.com> Wed, Jun 17, 2026 at 2:01 PM
To: Rebecca Stallcop <rebeccastallcop@libertycharterschool.com>

Hi Mrs. Stallcop,

As you know, the governing board accepted the Student Transportation Services Agreement with Brown Bus Company. May I use your signature stamp on the contract?

Thank you,
Alane

Rebecca Stallcop <rebecca.stallcop@gmail.com> Wed, Jun 17, 2026 at 2:15 PM
To: Alane Mcknight <clerk@libertycharterschool.com>

Please...

Rebecca Stallcop
Superintendent/Principal
Liberty Charter School
[Quoted text hidden]

Liberty Charter School

Target River is excited to provide various TargetMarketing solutions for *Liberty Charter School* to generate awareness, interest, desire, and action.

TARGETRIVER

TargetMarketing Tactics Include:

- TargetReach - Visual ads reaching your community while they are visiting websites, using apps, or social platforms
- TargetPPC - contextual ads reaching your community while they are searching relevant information
- TargetTV - Video ads reaching your community while watching on their television, desktop, laptop, phone, or tablet through numerous streaming platforms and devices
- TargetContact - visual ads reaching your community to generate inbound leads / inquiries
- TargetMail - email sequences set up for follow up with leads as well as to engage the interest list and wait list
- TargetAudio - audio ads reaching your community across streaming platforms
- TargetSEO - search and generative optimization to help improve the organic visibility across search and AI platforms
- TargetSocial - crafting and posting of content across social media platforms
- TargetReminder - visual, contextual, and video messaging to remind individuals who have engaged other messaging to learn more
- TargetWeb - website and/or landing page support and updating to improve conversion rate of site
- TargetVideo - Video commercial produced for use with paid advertising and organic postings. Please note, we include one round to complete any necessary edits to the videos we produce. Any additional edits the client requests after all previously provided edits have been made will be billed at a rate of $105 per hour.
- TargetDesign - Creative design of visual and audio materials for use to promote the client. Please note, we include one round to complete any necessary edits to the materials we produce. Any additional edits the client requests after all previously provided edits have been made will be billed at a rate of $55 per hour.
- TargetReporting - Weekly and monthly reporting of campaign performance.

All-Inclusive Cost of $66,000

Terms and Conditions

1. Scope of Work - Target River agrees to perform services related to the creation, review, and publication of advertising materials as outlined above in the TargetMarketing Solutions section. Any additional services outside the agreed scope will require a written amendment signed by both parties.
2. Review and Approval - All advertisement copy shall be reviewed and approved by an authorized representative of the Client prior to publication. The Client assumes full responsibility for the accuracy, compliance, and content of all published advertisements.
3. Non-Cancellation - This agreement is binding upon execution and may not be canceled by either party.
4. Term of Agreement - This agreement is effective for the period of July, 2026 to June 30, 2027. This agreement continues on a month-to-month basis after the initial time period has concluded until a minimum of 15 days advance notice is provided via email to both brian@targetriver.com and elizabeth@targetriver.com.
5. Deliverability - if, by chance, Target River has not delivered the required impressions by the completion of the conclusion of the designated term, it reserves the right to continue its marketing efforts at no additional cost until it has fully delivered the required impressions.
6. Payment Schedule - Payments are due as follows: monthly payment(s) shall be made in the amount of $5,500. The first payment will be due by July 24, 2026. The remaining payments are due by the 1st of each month.
7. Warranty Disclaimer - Target River makes no warranties regarding the services provided under this agreement outside of any guarantees stated above.
8. Indemnification - The Client agrees to indemnify, defend, and hold harmless Target River from any claims, liabilities, damages, or expenses arising from the content of the advertisements, including but not limited to claims of defamation, copyright infringement, or false advertising.
9. Force Majeure - Neither party shall be liable for any delay or failure to perform obligations under this agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, war, strikes, or governmental actions.
10. Confidentiality - Both parties agree to maintain the confidentiality of all proprietary or sensitive information shared under this agreement and not to use such information outside the scope of this agreement without prior written consent.

11. Dispute Resolution- In the event of a dispute, the parties agree to attempt resolution through mediation before pursuing litigation. If mediation fails, disputes shall be resolved through binding arbitration in Salt Lake City, Utah, in accordance with the rules of the American Arbitration Association.
12. Governing Law and Jurisdiction - This agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal proceedings arising out of or related to this agreement shall be filed exclusively in the state or federal courts located in Salt Lake City, Utah.
13. Entire Agreement and Amendments - This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any modifications or amendments to this agreement must be made in writing and signed by both parties.
14. Severability - If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Client Physical Mailing Address:

Accounts Payable Contact:

- Name: Alana McKnight
- Phone Number: 209.880.7500
- Email Address: clerk@libertycharterschool.com

Rebecca Stallcop
Print Name

Administrator
Title, Liberty Charter School

Rebecca Stallcop
Authorized Signature

7/7/26
Date

Print Name

CEO, Target River

Authorized Signature

Date

AGREEMENT

This Agreement ("**Agreement**") is effective July 1, 2026, by and between Liberty Charter District, a charter school organized and existing under the laws of the State of Idaho, of P.O. Box 1901, Nampa, Idaho 83653 ("**School**"), and BMed, Inc., a corporation organized and existing under the laws of the State of Idaho, with its primary office located at 2422 12th Ave Road, #356, Nampa, Idaho 83686-6300 ("**BMed**").

WHEREAS BMed is the founder of the Harbor School Method™, an effective method for elementary and secondary education, and BMed 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 operated as a Harbor School Method™ charter school for many years;

WHEREAS the School wants to continue the Harbor School Method™ and believes that BMed's expertise will enable the School to successfully operate and ensure it meets all of the qualifications and requirements necessary to continue operation 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 this Agreement with the School.

WHEREAS, the intended purpose of this Agreement is for the School to have available and to use the Harbor School Method™ and to have the following-described assistance and review by BMed to assure that such educational method is properly implemented.

NOW, THEREFORE, the parties agree as follows:

1. ENGAGEMENT

The School hereby engages BMed to provide direction, expertise and review in the operation of the School under the Harbor School Method™ as specifically set out in this 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 agents and supervisors as determined by BMed.

2. TERM, RENEWAL AND TERMINATION

2.1 The term of this Agreement shall run until the end of the 2035-2036 academic year ("**Term**").

2.2 Automatic Renewal. At the end of any Term or Extended Term, defined below, this Agreement shall automatically renew for an additional period of twelve (12) academic years, or the full term of the School's then-current approved charter from the State of Idaho, whichever is shorter ("**Extended Term**").

2.3 Cancellation. Either School or BMed may cancel this Agreement by giving the other party at least one (1) year notice of such cancellation prior to the end of the Term or any Extended Term. Upon notice of termination by School, the fee for the final year of this Agreement shall be calculated pursuant to Section 3.2 and 3.3. If notice is not timely given, this Agreement shall automatically renew as provided in Section 2.2, above.

3. FEES AND PAYMENT

3.1 BMed shall be paid a fee for its services for each academic year of the Term or Extended Term. BMed shall submit an invoice for such fee to the School's governing board on or before July 1 of each year for the following academic year. For the initial Term, the fee shall be $30,000.00 per academic year. Payment of the fee shall be due from the School within thirty (30) days.

3.2 Notwithstanding the foregoing, if School cancels this Agreement, or chooses not to renew this Agreement at the end of any Term or Extended Term, the fee for the final academic year of this Agreement shall be equal to ten percent (10%) of all Idaho state funding received by School for such academic year.

3.3 The parties acknowledge and agree that the fee for the final academic year School uses the Harbor School Method™ described in section 3.2 will likely exceed fees paid for prior academic years. This provision is a fundamental part of the negotiated terms of this Agreement and is based on the mutual understanding that the charges set forth in this Agreement for the initial Term and Extended Terms are far below prevailing charges for similar academic programs. Charges calculated in the final academic year pursuant to section 3.2 above represent the agreed fair market value of services that would have been appropriate for each academic year covered by 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 implemented:

4.1 Provide direction and training for the Harbor School Method™ to School's governing board and administrator(s);

Approve the amended and projected budgets before they are submitted to the School's governing board for approval;

4.2 Direct and advise on new School purchases over $2000;

4.3 Review and approve staff evaluations, including related pay increases and/or raises prior to their submission to the School's governing board for approval;

4.4 Conduct random onsite evaluations and reviews at BMed's discretion;

4.5 Evaluate and determine whether the School meets Harbor School Method™ criteria and whether the School will retain the Harbor School Method™ designation.

5. DEFAULT

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; or

(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:

(a) 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 Sections 5.1 or 5.2 above, the party not in default shall be entitled, at its option, to terminate this Agreement. As a precondition to termination, however, the non-defaulting party shall give written notice of the default to specifying in detail the alleged event of default and providing the defaulting party a reasonable time to cure.

5.4 Upon termination of this Agreement by either party, the School will no longer be an approved Harbor School 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. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

6.1 It is understood and acknowledged by the parties that this Agreement does not create a fiduciary relationship between them and that nothing in this Agreement is intended to, nor shall it be construed to, constitute a joint venture, partnership or employer/employee relationship.

6.2 The School agrees to indemnify and hold BMed harmless from any liability under any contract School enters into with any third party relating to this Agreement. School shall reimburse BMed for any expense that BMed may reasonably pay or incur in connection with such contracts.

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

6.4 BMed understands and agrees that it will not take any tax position inconsistent with or contrary to the School's and that BMed has no right or interest in the School's revenue, except for the payments provided for in this Agreement at Section 3, nor does it share any responsibility for the School's losses.

7. SEVERABILITY AND CONSTRUCTION

7.1 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.

7.2 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.

7.3 All references herein to the masculine gender shall include the feminine gender and all references herein to the singular shall include the plural, where applicable.

7.4 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 have induced the School to execute this Agreement. No amendment, change or variance of this 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.

8. 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 any future breach of such condition, 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.

9. 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:

Liberty Charter District
P.O. Box 1901
Nampa, Idaho 83653_____

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

10. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

11. PROHIBITION ON DISTRIBUTION

School shall take all steps necessary to assure that no Harbor School Method™ materials, programs, procedures, policies, nor any other information provided to School under this Agreement will be shared or distributed to any third parties, including without limitation, any

other schools or any teachers, administrators, or staff other than those working for School and using such materials exclusively for School.

12. INCAPACITY

In the event Rebecca Stallcop, President and Founder of BMed, becomes incapacitated for any reason or in the event of her death, Seth Stallcop will succeed her in performing all of BMed's obligations under this Agreement.

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

LIBERTY CHARTER DISTRICT

By: Sheila Bryant
Its: Chairman

BMED, INC.

By: Rebecca Stallcop
Its: President

QUEST CPAs PLLC
www.qcpas.com

AUDIT ENGAGEMENT LETTER – SUMMARY TERMS

March 8, 2026

Governing Board and Management

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

Services – We are pleased to confirm our understanding of the audit and related services we are to provide Liberty Charter School, Inc. (the School) for the years ended June 30, 2026, 2027, and 2028 as detailed on the following pages.

Timing – Audit scheduling/planning is done in May-June, audit yearend work is performed in July-September (at a mutually agreeable time), and the audit report is completed shortly thereafter (normally within two weeks of the yearend audit date).

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

Service	Description	FY26	FY27	FY28
Financial Audit	*Financial audit required by Idaho Code.*	$9,000	$9,500	$10,000
Form 990 Prep	*Form 990 is required by IRS for tax-exempt status.*	$1,200	$1,300	$1,400
Add'l Services	*Additional services only if needed - see Appendix A.*			

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

Very truly yours,

Quest CPAs PLLC

Response – This letter, including the attached detailed terms, correctly sets forth the understanding of the School.

Management signature/title: Alane McKnight, Business Manager Date: 4/6/26

Governance signature/title*: Shula Bryant, Chair Date: 4/6/26

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

AUDIT ENGAGEMENT LETTER – DETAILED TERMS

Audit Scope and Objectives

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

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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

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

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

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not

expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

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

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

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

Audit Procedures – Internal Control

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

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

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

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the School's compliance with provisions of applicable laws, regulations, contracts, and agreements, including

grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

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

Responsibilities of Management for the Financial Statements and Single Audit

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

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

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

promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan and make them ready for our review.

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

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

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

Other Services

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

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

Engagement Administration and Other

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

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

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

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

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

Kurt Folke, Dan Coleman, or Tim Hoyt will be the engagement partner and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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

Reporting

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

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

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available if needed.

Service	Description	FY26	FY27	FY28
Single Audit	*Additional compliance audit needed if you spend $1,000,000 or more in federal funds.*	$2,500	$2,750	$3,000
AFRA for new bond, loan, & long-term lease issuances	*For new bond, loan, and long-term lease issuances, providing assistance with proper accounting (i.e. appropriate journal entries, using correct funds), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.*	$950	$950	$950
AFRA for bond, loan & lease refinances & current refundings	*For bond, loan, and long-term lease refinances/current refundings, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.*	$950	$950	$950
AFRA for bond advance refundings (these are the more complex refundings)	*For bond advance refundings, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT liabilities tables), and auditing.*	$1,850	$1,850	$1,850
AFRA for GASB 75 OPEB (only if you implement this GASB)	*For GASB 75 OPEB, providing assistance with proper accounting (i.e. appropriate journal entries), financial reporting (i.e. note disclosures and RSI), and auditing.*	$1,850	$1,850	$1,850
MD&A document (only if you include this document)	*For MD&A (management's discussion and analysis document), providing assistance with proper document format/elements and performing required procedures.*	$1,000	$1,000	$1,000
Bond ratios (only if you include these in the note disclosures)	*For bond ratios (that you include in the financial statement note disclosures), providing assistance with proper format/computation, note disclosure, and auditing.*	$800	$800	$800
Assistance with preparing yearend accrual entries	*Assistance with preparing yearend accrual entries to ensure books are recorded in accordance with GAAP. Note: Minor adjustments (up to 5) are provided free as well as instructions on how to prepare these yearend adjustments yourself.*	Billed at Standard Hourly Rates	Billed at Standard Hourly Rates	Billed at Standard Hourly Rates

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Agreement for
Liberty Charter School

Address
1063 EAST LEWIS LANE
NAMPA, Idaho
83686

Primary Contact Name
Brett Stimpson

Prepared by
William Juarez



SchoolMint.

Q-20443

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

Liberty Charter School
9955 Kris Jensen Ln
Nampa, Idaho 83686-4742
Brett Stimpson

This Order Form (this "Agreement") is entered into as of
4/23/2026 | 12:36 PM CDT

(the "Effective Date"), by and between Liberty Charter School("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term
Access to the services described below shall remain in effect from 7/1/2026 until 6/30/2027.

Licensed Services and Associated Fees
The following Services are licensed for Client use.

Period 1: 7/1/2026-6/30/2027

PRODUCT NAME	DESCRIPTION	QTY	LIST PRICE	EXTENDED
Enroll - Full	SchoolMint Enroll - Full solution for K-12 enrollment	1,300	$6.50	$8,450.00
Enroll - Full Implementation	Implementation for Enroll - Full and Enroll + Solutions	1,300	$3.00	$3,900.00
PowerSchool-New API Connector-Enroll	PowerSchool SIS API Connector for Enroll	1,300	$0.75	$975.00
			Period 1: 7/1/2026-6/30/2027 TOTAL:	$13,325.00

Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Services
All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, SchoolMint's Terms of Service, any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.
By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's

Terms of Service v1.24
(https://schoolmint.com/terms-of-service/)
and

Data Privacy Agreement

(https://schoolmint.com/student-data-privacy-agreement/).

Liberty Charter School

By: Signed by: Brett Stimpson 08D02AC59B7D4BD...

Name:
Brett Stimpson

Title:
Technology Director

Date:
4/23/2026 | 11:32 AM CDT

SchoolMint Inc.

By: DocuSigned by: Elva Resillez 01D7368DD948499...

Name:
Elva Resillez

Title:
Sr. Director of Revenue Operations

Date:
4/23/2026 | 12:36 PM CDT

Client Information Sheet

Main Contact

Name	Brett Stimpson
Phone	(208) 466-7952
Email Address	bstimpson@libertycharterschool.com
Address	9955 Kris Jensen Ln. Nampa, ID 83686

Onboarding/Implementation Contact

Name	Brett Stimpson
Phone	(208) 466-7952
Email Address	bstimpson@libertycharterschool.com

Technical Contact

Name	Brett Stimpson
Phone	(208) 466-7952
Email Address	bstimpson@libertycharterschool.com

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice:	Liberty Charter School
Attention to & Address Invoice Should be Sent to:	Alane McKnight
Phone	(208) 466-7952
Email Address	clerk@libertycharterschool.com

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to **orders@schoolmint.com** along with this order form to avoid delays.

PO required?

No

Tax Exempt?

If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form. Failure to submit a valid certificate will result in applicable taxes being charged.

docusign

Certificate Of Completion

Envelope Id: 1B61F93D-3EEA-85DD-8057-5063B66F421C
Subject: SchoolMint quote ready to be signed! Q-20443 -Liberty Charter School
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
William Juarez
319 Monroe St
Lafayette,, LA 70501
william.juarez@schoolmint.net
IP Address: 155.226.129.249

Record Tracking

Status: Original
4/22/2026 4:36:07 PM

Holder: William Juarez
william.juarez@schoolmint.net

Location: DocuSign

Signer Events	Signature	Timestamp
Brett Stimpson bstimpson@libertycharterschool.com Technology Director Security Level: Email, Account Authentication (None)	Signed by: Brett Stimpson 08D02AC59B7D4BD Signature Adoption: Pre-selected Style Using IP Address: 217.177.219.52	Sent: 4/22/2026 4:44:31 PM Viewed: 4/23/2026 11:26:56 AM Signed: 4/23/2026 11:32:27 AM
Electronic Record and Signature Disclosure: Accepted: 4/23/2026 11:26:56 AM ID: ffd86e7e-7a51-47c7-b752-04232475dd4f		
Elva Resillez elva.resillez@schoolmint.net Sr. Director of Revenue Operations SchoolMint, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Elva Resillez 01D7368DD948499... Signature Adoption: Pre-selected Style Using IP Address: 99.155.238.250	Sent: 4/23/2026 11:32:28 AM Viewed: 4/23/2026 12:35:42 PM Signed: 4/23/2026 12:36:01 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
William Juarez william.juarez@schoolmint.net Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/23/2026 12:36:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/22/2026 4:44:31 PM

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

How to contact SchoolMint- Sales Team:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: matthew.motley@schoolmint.net

To advise SchoolMint- Sales Team of your new email address

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

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

To request paper copies from SchoolMint- Sales Team

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

To withdraw your consent with SchoolMint- Sales Team

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to matthew.motley@schoolmint.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

SALES CONTRACT

CONTRACT #1533752-2
November 7, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Shiloh Stallcop
Harbor Schools BMED
9955 Kris Jensen Lane
Nampa, ID 83686

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Alex Festa	1533752-2	November 10, 2025 - March 11, 2026

PAYMENT PLAN

Amount	Invoice date
$595	December 10, 2025
TOTAL	**$595**

Price valid until December 7, 2025

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE Alane McKnight **DATE** 11/7/25

IXL LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

Customer Service Agreement

REPUBLIC SERVICES

INVOICE TO	
CUSTOMER NAME	LIBERTY CHARTER SCHOOL
ATTN	Liberty School
ADDRESS	PO BOX 1901
CITY	NAMPA, ID
STATE	
ZIP CODE	83653-1901
TEL. NO.	2088807500 FAX NO.

SITE LOCATION			
SITE NAME	LIBERTY CHARTER SCHOOL		
ADDRESS	1063 E LEWIS LN		
CITY	NAMPA, ID		
STATE			
SUITE			
ZIP CODE	83686		
TEL. NO.	(208)880-7500	FAX NO.	
AUTHORIZED BY	Alane Mcknight	TITLE	
CONTACT	Alane Mcknight	TITLE	CLERK OF BOARD

AGREEMENT NUMBER	A913065234
ACCOUNT NUMBER	787-25849

EMAIL : clerk@libertycharterschool.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	3	FL	3.0 Yd(s)	N	2	S	N	8/ 1/W				N	XXXX	1/16/2026		$874.06	$47.00			Exchange $221.00 Extra Yds $42.00 Relocate $53.00 All others at prevailing rates	06/ 62
O	3	FL	3.0 Yd(s)	N	2	S	N	8/ 1/W				N	PB40	1/15/2026		$1,004.87					

Allied Waste Services of North America, LLC DBA Allied Waste Services of Nampa, Republic Services of Idaho

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: Alane McKnight TITLE:

(AUTHORIZED SIGNATURE)

Alane McKnight 01/13/2026

CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

BY:

(AUTHORIZED SIGNATURE)

TITLE:

COMMENTS: Resign

Delivery Notes:

Safety: No Safety Concerns

See reverse for Terms and Conditions

dditional Services:
VASTE CONTAINER 3 CU YD - Monthly charge of $34.87 for 2 Rental - Additional Item
uel Recovery Fee - Yes, Environmental Recovery Fee - No, Administrative Fee - No
xempt from: Environmental Recovery Fee, Administrative Fee

TERMS AND CONDITIONS

1. AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site i located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

2. **RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

3. TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVIC COMMENCES AND CONTINUE FOR 12 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 1 MONTHS UNLESS EITHER PART GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

4. TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORAR CONTAINER(S).

5. DEFINITIONS. "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conformin Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intende disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines ca be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE. Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnis such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement sha be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and sha at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer c another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or othe location or arranging for alternative disposal.

7. PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretio up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charg for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available o Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to hel Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimu lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rate set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

8. ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase an Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or act of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipmer that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any othe reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specifie otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by callin Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment b its actions.

9. SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, i writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provide collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

10. RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for norma wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container i moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company $250 per moved container, which amount is a reasonable estimate of the damage Company will incur from th unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to th equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for an damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.

11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY' NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.

12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORAT AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, ANI CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION O THIS AGREEMENT.

13. SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspen collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in it discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of th Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior writte notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-paymen Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Custom acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under th Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreeme ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Custom acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certifi mail to: Republic Services, Attn: Customer Contracts,18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to th Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitrati Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree th under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Exclud Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of th Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provisio (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except f Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicab Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company ma assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreeme is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severe from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of th Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subje to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refres will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may b changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that ma make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and ma refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company wil not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreemen Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure tha the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (nc available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material**"** consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

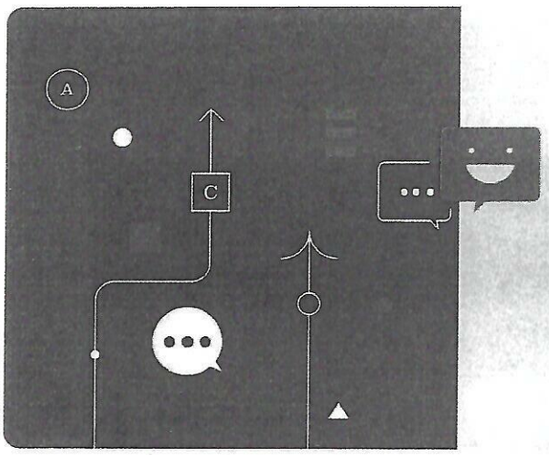
Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video displa devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be $660. For loads of Electronic Material over 466 pounds, the charge for Full Service will the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL: AM

DATE: 01/13/2026

AMIRA
LEARNING



THE INTELLIGENT
Growth Engine

Quote

Amira Q-88769

Prepared For

Liberty Charter School
9955 Kris Jensen Ln
ACCOUNTS PAYABLE
Nampa, ID, 83686-4742

Your Amira Partner

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

AMIRA
LEARNING

Quote: Q-88769
Prepared For: Liberty Charter School
Expires On: 12/17/2025

Amira Tutor Student License

QTY	Product	Campus	Start Date	Months	Sales Price
112	Amira Tutor Student License	Liberty Charter School	11/01/2025	27	$3,780.00

Start Date: 11/01/2025 Term: 27 End Date: 1/31/2028

List Amount	$3,780.00
Tax Amount	$0.00
Customer Total	$3,780.00

Quote: Q-88769
Prepared For: Liberty Charter School
Expires On: 12/17/2025

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

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

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

Amira Terms of Use: https://amiralearning.com/amira-terms
Amira Privacy Policy: https://amiralearning.com/amira-privacy
Istation Terms of Use: https://amiralearning.com/istation-terms
Istation Privacy Policy: https://amiralearning.com/istation-privacy-policy

Agreement Execution

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

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

Amira	**Customer**
Signature _____	Signature _____
Printed Signature: \fullname2	Printed Signature: \fullname1

Quote: Q-88769
Prepared For: Liberty Charter School
Expires On: 12/17/2025

Title: Board Chair	Title:
Dated: 11/19/25	Dated:

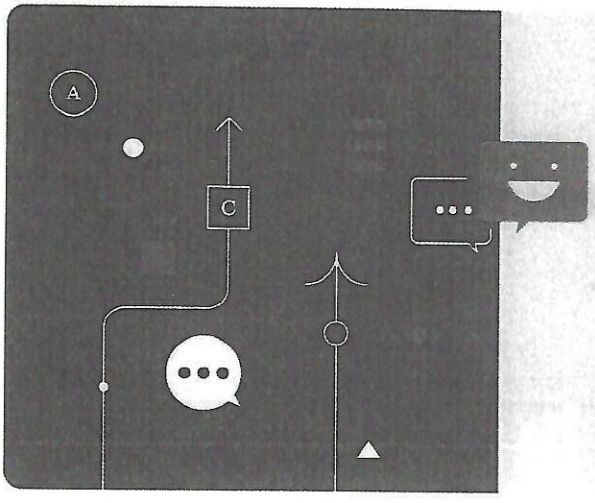
To ensure timely and accurate fulfillment, please provide the requested contact information below:

Primary Implementation Contact	**Accounts Payable / Billing Contact**
Name:	Name:
Email:	Email:

Quote: Q-88769
Prepared For: Liberty Charter School
Expires On: 12/17/2025

District Technology Contact	**District Data Contact**
Name:	Name:,
Email:	Email:

AMIRA
LEARNING



THE INTELLIGENT
Growth Engine

Upgrade to the Next Generation of Amira

See What's Coming for Istation and Amira Customers

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

5214F Diamond Heights Blvd, #3255, San Francisco, CA 94131 | 866-883-7323 | info@amiralearning.com

Assess with Accuracy—More Measurement Points, Deeper Insight

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

You get:

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

Why It Matters:

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

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

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

You get:

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

Why It Matters:

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

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

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

You get:

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

Why It Matters:

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

Why Upgrade?

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

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

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

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

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

Federal Employer Identification Number (FEIN): 82-2207220

Banking Information

ACH Payments (preferred):

Bank Name: Western Alliance Bank
ABA Routing Number: 121143260
Bank Address: One East Washington Street Ste 2500 Phoenix, Arizona 85004 U.S.A

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

Check Payments:

Amira Learning Inc
PO BOX 92448
Las Vegas, NV 89193-2448
(Note: Please do not send check payments to the beneficiary address noted on the W-9. Check payments should be sent to Amira Learning, Inc.'s lockbox, which is administered by Western Alliance Bank. This address differs from the one listed on the W-9.)

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

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

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

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

We appreciate your partnership and cooperation.
Sincerely,

Monika Flood

Monika Flood, CFO
Amira Learning, Inc.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Amira Learning, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

5214F Diamond Heights Blvd #3255

Requester's name and address (optional)

6 City, state, and ZIP code

San Francisco, CA 94131

7 List account number(s) here (optional)

Remit to: P.O. Box 92448, Las Vegas, NV 89193-2448

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	2	–	2	2	0	7	2	2	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Monika Hood **Date** April 27, 2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

BANK ACCOUNT VERIFICATION LETTER

2/18/2025

RE: Amira Learning Inc

To Whom It May Concern,

This letter is to inform you that **Amira Learning Inc** has an account with Western Alliance Bank.

The routing number: **122105980**

Account number: **8996514912**

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

Beneficiary Bank Information

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

Beneficiary Information

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

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

Sincerely,

Matthew Benidt

Head of Branch Banking

Document No. DOC-0001520531
Scenario: SM10825122

LUMEN®

Customer Information and Contract Specifications

Customer Name: LIBERTY CHARTER SCHOOL, INC.
Account Number: 3-6MB4GYWCSX

Currency: USD
Monthly Recurring Charges (MRC): $935.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
9955 KRIS JENSEN LN NAMPA IDAHO 83686 4742 UNITED STATES	**Dedicated Internet Access**	New	36	1					USA
	- Standard Delivery - To the MPoE (Customer Provided)								
	Access - On Net	New	36	1			$155.00	$0.00	USA
	- Bandwidth = GigE								
	- Access Sub Bandwidth=1000 Mbps								
	IP Port			1	$0.00	$0.00	$0.00	$0.00	USA
	IP Logical			1	$558.00	$0.00	$558.00	$0.00	USA
	- Billing Method=Flat Rate								
	- Peak Data Rate = 1000 Mbps								
	Managed Router			1	$222.00	$0.00	$222.00	$0.00	USA
	- Kit Name=C8300-1N1S-4T2X-ET-02								
	Subtotal						**$935.00**	**$0.00**	
	Totals						**$935.00**	**$0.00**	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1."Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the

invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement,Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

LUMEN®

Signature Block

Customer: LIBERTY CHARTER SCHOOL, INC.
Total MRC: $935.00 **Total NRC: 0**
Signature:
Name: Sheila Bryant
Title: Chair of the Board
Date: 3/11/25

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 03-04-2025

TOK COMMERCIAL REAL ESTATE

PROPERTY SERVICES AGREEMENT

This Agreement for Services ("Agreement") is entered into as of Nov. 26 2024 (the "Commencement Date") by and between **LIBERTY 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

I.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.

I.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

II.1 Duties.

II.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.

II.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

III.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.

III.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.

III.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

IV.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.

IV.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.

IV.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: clerk@libertycharterschool.com

Mail Notices To: P.O. Box 1901
Nampa ID 83653

IV.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

V.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.

V.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.

V.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.

V.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.

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

OWNER:
LIBERTY CHARTER SCHOOL INC

By: Rebecca Stallcop

(Print name) Rebecca Stallcop

Title: Superintendent / Principal

Tax I.D. #: 82.0512446

DATED: 11/19/24

CONTRACTOR:
TOK PROPERTY SERVICES LLC

By: Michael Ballantyne

(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: 9955 S. Kris Jensen Lane

Parcel #: R2956701100

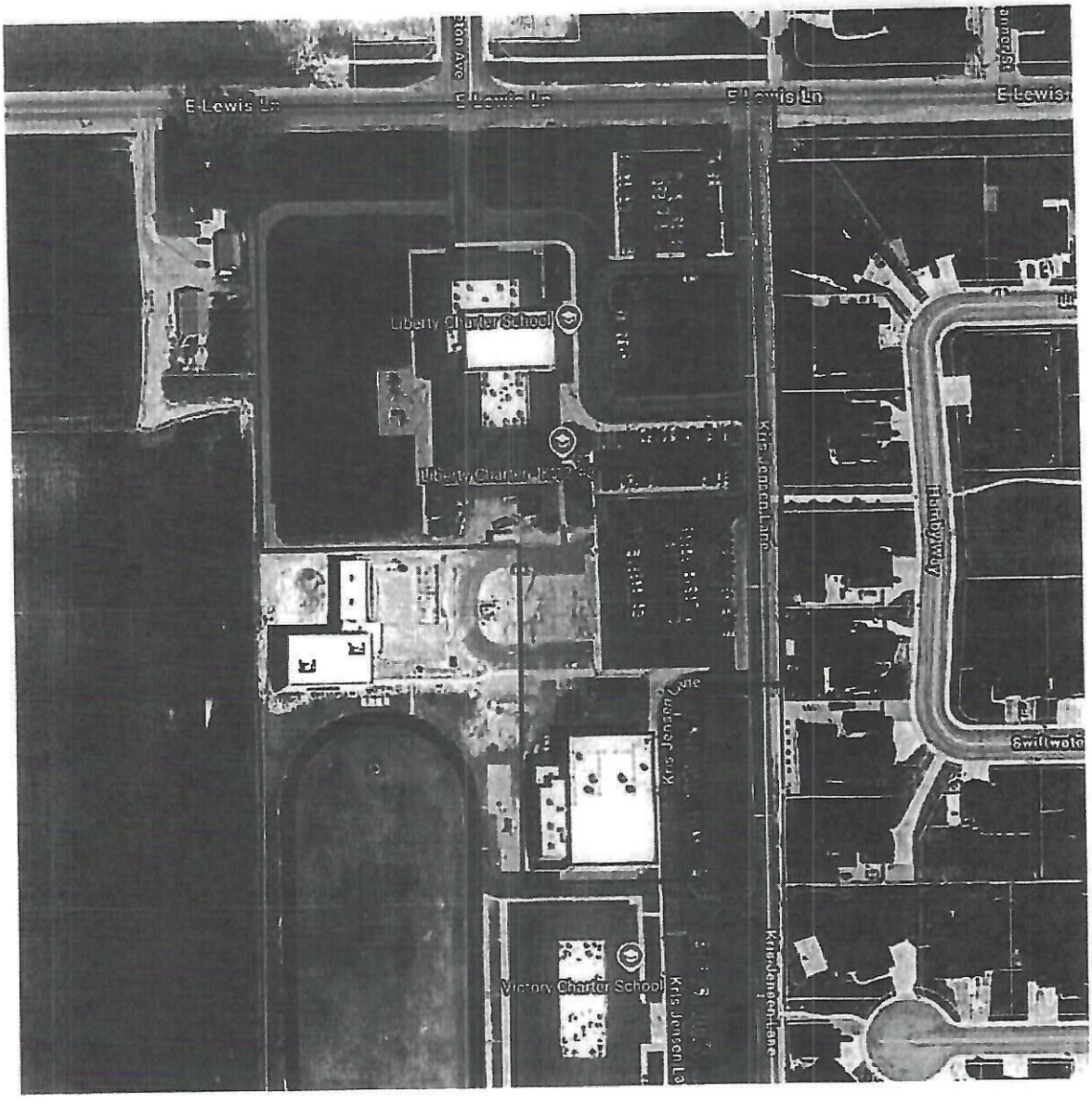


EXHIBIT "C"

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 12 hours per month	$800.00 per month
Maintenance Services exceeding 12 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

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AGREEMENT

ALLIED BUSINESS SOLUTIONS

AGREEMENT NO.: 3099695

CUSTOMER ("you" or "your")

FULL LEGAL NAME: **Liberty Charter School**

ADDRESS: **9955 Kris Jensen Ln, Nampa ID 83686**

CONTACT NAME: Alane Mcknight PHONE #: 208-466-7952 FEDERAL TAX ID #: 82-0512446

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.

CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE
(As Stated Above)	X Alane McKnight (Nov 22, 2024 15:37 MST)	Alane Mcknight	11-20-2024

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

LESSOR	SIGNATURE	PRINT NAME & TITLE	DATE
Allied Business Solutions, Inc.	Lanny Wilkerson	Lanny Wilkerson Docs Specialist	12/24/2024

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:

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by the designated custodian

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 license 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 certificate) 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. AM

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 15% 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 may 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.

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 terms 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 3%). 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 assignees 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 late, 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. ~~Annually and at the end of the 36 consecutive month period, the Monthly Base Payment Amount and the Excess Per Image Charges may be increased by a maximum of 15% of the then existing per~~ AM AM ~~unit charge. Images made on equipment not financed under this Agreement will be invoiced in determining your usage and excess charges.~~

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.

NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between LIBERTY CHARTER SCHOOL, INC. ("Governmental Entity") and Allied Business Solutions ("Company"), which agreement is identified in Company's records as agreement number 3099695 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	X Alane McKnight Alane McKnight (Nov 22, 2024 15:37 MST) SIGNATURE	ALANE MCKNIGHT, BUSINESS MANAGER NAME & TITLE	11.22.24 DATE

NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

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- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above) X Alane McKnight | Alane McKnight, Business Manager | 11/22/24
SIGNATURE | NAME & TITLE | DATE

ALLIED
BUSINESS SOLUTIONS

10394 W. Emerald St.
Boise, ID 83704
Phone: 208-344-3833 | Web: www.allied.tech

SALES AGREEMENT

SOLD TO		
COMPANY		
Liberty Charter School		
ADDRESS		
9955 Kris Jensen Ln, Nampa ID 83686		
CITY	STATE	ZIP
Nampa	ID	83686
CONTACT	PHONE	
Alane McKnight	`	
EMAIL		
clerk@libertycharterschool.com		

SHIP TO		
COMPANY		
Liberty Charter School		
ADDRESS		
9955 Kris Jensen Ln, Nampa ID 83686		
CITY	STATE	ZIP
Nampa	ID	83686
CONTACT	PHONE	
Alane McKight	(208) 466-7952	
EMAIL		
clerk@libertycharterschool.com		

FINANCE OPTIONS

☑ **LEASE** ☐ **CASH**

TERM: 48 **MONTHLY PAYMENT: $250.00** **PURCHASE ORDER #:**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	eStudio7529A	75 PPM MONOCHROME MFP (20 AMP)		
1	MJ1115	65-SHEET MULTI-STAPLE FINISHER		
1	GR1330	ACCESSORY TRAY (KEYBOARD SHELF)		
1	GD1370N	FAX UNIT / SECOND LINE FAX UNIT		
1	MJ6108N	HOLEPUNCH FOR MJ1115/1116		
1	GR9001	KEYBOARD, BLUETOOTH		
1	GR1340	PANEL 10 KEY		
1	W2000-20-120	PCS Power Filter		

SUPPLIES AND MAINTENANCE

☑ **INCLUDED IN LEASE** ☐ **MAINTENANCE AGREEMENT**

Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.

SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:

CHARGES	
SUBTOTAL	
DELIVERY	Included
NETWORK INSTALL	Included
SALES TAX TO BE BILLED ON INVOICE	
TOTAL	
LESS DEPOSIT	
BALANCE DUE	

Grady White
Sales Representative

11/22/2024
Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Allied Business Solutions and Customer.

ALLIED BUSINESS SOLUTIONS APPROVAL

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME

ACCEPTED BY CUSTOMER

Alane McKnight
Alane McKnight (Nov 22, 2024 15:04 MST)
AUTHORIZED SIGNATURE REQUIRED

Alane McKnight
Alane McKnight (Nov 22, 2024 15:04 MST)
PRINTED NAME

Business Manager

ALLIED
BUSINESS SOLUTIONS

TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment,
in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.
This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in the State of Idaho and exclusive venue of any action arising out of this agreement shall be in Ada County, Idaho.

EQUIPMENT WARRANTIES

Allied Business Solutions (ABS) warrants all new equipment in this order for 30 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by ABS salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

ABS MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous ABS maintenance agreement and is out of service for more than two (2) consecutive business days after notifying ABS or requires off-site service, a loaner copier or facsimile will be provided by ABS at no additional charge.

Equipment Training Guarantee - ABS will provide initial training plus any follow-up training needed by appointment for general office copiers at no additional charge.

Solution Sales & Software/Connectivity Guarantee - ABS will provide initial training on installation. After installation, all additional training will be provided and charged on an hourly basis.

~~**Service Cost** - ABS guarantees that the cost of your maintenance agreement will not increase more than 15% per year, as long as you continue to be the original owner of this equipment. 0.00%~~ increase AM

AM

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.

DocuSign Envelope ID: 43586DC4-CE0C-4BC4-BB80-5D215BE99476

DataTel CLOUD

Service Activation Form

Proposal #: 35308

Date: 2/7/2023 **Contract Start:**
Quote Valid Until: 5/8/2023 **Contract Terms:** 36 Months
Order Type: New Proposal
Sales Representative: David Philbrook
Sales Rep Email: davidp@datatelco.com
Sales Rep Phone: (208) 401-2126

Customer Information

Company: Liberty Charter School
Main TN: (208) 466-7952

Billing Address	Shipping Address
9955 KRIS JENSEN LN NAMPA, ID 83686-4742	9955 KRIS JENSEN LN NAMPA, ID 83686-4742

Monthly Recurring Charges (MRC)

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

DocuSign Envelope ID: 43586DC4-CE0C-4BC4-BB80-5D215BE99476

DataTel CLOUD

Service Activation Form

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Date: 2/7/2023
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Sales Rep Phone: (208) 401-2126

Contract Start:
Contract Terms: 36 Months

Company: Liberty Charter School
Main TN: (208) 466-7952

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

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

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

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

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

DocuSigned by:
Signature: Brett Stimpson
08D02AC59B7D4BD...

Title: Technology Director

Print Name: Brett Stimpson

Date: 9/26/2023

DataTel COMMUNICATIONS

PRODUCT PURCHASE AGREEMENT

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

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

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

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

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

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

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

(b) LEASE/FINANCE TERMS: N/A Please see Section 11. DataTel will endeavor to make leasing or financing arrangements available with a leasing or financing company for a term of _____ months with a monthly payment of approximately $_____, plus tax. A deposit of $_____, which represents the _____ months' payment(s) is payable upon execution of this Agreement by Customer.
Customer agrees to execute all necessary lease documents at least seven (7) days prior to the Cutover Date to authorize the lessor to pay the entire purchase price, plus applicable taxes, to DataTel immediately upon substantial completion at the Cutover Date. Title to the Equipment shall remain with DataTel until the entire purchase price is paid. If Customer does not qualify for a lease, then Customer may, at its option, either pay the entire purchase price to DataTel in cash prior to the Cutover Date or terminate this Agreement and immediately return all of the Equipment to DataTel. If Customer has not qualified for and entered into a lease agreement at least seven (7) days prior to the Cutover Date, for any reason other than Customer's inability to qualify for a lease, then DataTel, at its option, shall have the right to: (1) extend the Cutover Date; (2) immediately reclaim possession of any of the Equipment delivered to Customer and thereupon terminate this Agreement; (3) obtain specific enforcement of the terms of this Agreement or recover damages; or (4) exercise any and all other remedies that might be available.

(c) OTHER TERMS: _____

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

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

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

SECURITY INTEREST; DEFAULT.

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

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

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

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

DocuSigned by:
By: Brett Stimpson 9/26/2023
Name: Brett Stimpson (Date) Title: Technology Director

DataTel
By _____
Scott Langdon, President Date

DocuSign Envelope ID: 43586DC4-CE0C-4BC4-BB80-5D215BE99476

DataTel COMMUNICATIONS

SCHEDULE A

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

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

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

2. **CHANGE ORDERS.** The purchase price of the equipment shall be subject to adjustment in the event of any mutually agreed changes made to the above lists, including the addition or deletion of items of equipment or any changes in specifications, attachments or features. ***Any cable runs not listed above are not included and will be considered a change order. Additional charges will be billed accordingly.***
3. **INSTALLATION SPECIFICATIONS.** DataTel's obligation to install the Product at Customer's Authorized Location is contingent upon the provision of an Equipment Room that meets environmental and electrical requirements for the installation of system(s) equipment, including but not limited to the following: (a) a 10-ampere - 117 volt AC isolated circuit terminating within 6 feet of the system(s) is required; (b) a conduit, if required by building codes; (c) normal business lighting; (d) room temperature ranging between 30-80°F; (e) relative humidity not exceeding 80% - non-condensing; (f) 3-foot minimum clearance in front of the main frame equipment secured access preferable; (g) access to "cold water ground" within 10 feet of the system(s); and Other: _____
4. **WARRANTY PERIOD AT NO CHARGE ON:** Equipment 12 Months; Software 12 Months; Labor 12 Months
5. **PRODUCT WARRANTY AND WARRANTY DISCLAIMER.**
   (a) Equipment Limited Warranty: DataTel warrants the Equipment will be free from defects in material and workmanship for the period set forth in Section 4 from the Cutover Date.
   (b) Software Warranty: DataTel warrants the Software will be free from any defect which causes a material non-conformity between its performance as described in the related documentation and actual performance for the period set forth in Section 4 from the Cutover Date. DataTel does not warrant that operation of the system will be uninterrupted or error free.
   (c) Rights And Remedies: Upon notification of a defect, DataTel shall have the option either to repair or replace the defective part of the Equipment or Software. Such repair or replacement shall be Customer's sole and exclusive remedy; provided that Customer shall notify DataTel of any defects promptly upon discovery. All replaced parts will become the property of DataTel. Customer agrees that any rights it may have pursuant to the warranty are independent of its obligation to make all payments due DataTel hereunder on a timely basis, and that any claim under this warranty or otherwise against DataTel shall not give rise to (i) a right to withhold any payment due, or (ii) any other remedy, including, without limitation, setoff, counterclaim, incidental or consequential damages for lost profits, lost sales, damage to reputation, injury to property or any other consequential loss.
   (d) Labor: For the period set forth in Section 4 from the Cutover Date, DataTel shall perform, free of charge, all necessary labor to perform the warranty.
   (e) Disclaimers: *DATATEL FURNISHES THE WARRANTIES CONTAINED IN THIS SECTION IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.* The warranties shall be void as to product damaged or rendered unserviceable by negligence of non-DataTel personnel, misuse, theft, vandalism, fire, water or other peril, or repair relocation or alteration of the product not authorized by DataTel. DataTel shall have no liability for, and Customer shall indemnify DataTel for any expenses it incurs hereunder attributable to, the failure of customer to comply with environmental and electrical requirements specified in section 3 or for any failure of or interference with the operation of any equipment or software attributable to services or products of other vendors, including, without limitation, the central office lines of any local telephone company. In no event will either DataTel or Mitel be liable or obligated under any section of this agreement or under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special, punitive or consequential damages arising out of or in connection with this agreement, including but not limited to loss of profits, revenue, data or use, incurred or suffered by either party or to any third party.
   (f) Non-Transferability: DataTel's obligations under this Warranty are limited to Customer unless DataTel has provided its written consent to the transfer of the Product to another end-user.
   (g) Work Hours: Warranty work shall be performed by DataTel as soon as reasonably practicable at the Authorized Location (or at DataTel's location, as appropriate). DataTel's normal working hours for purposes of this Agreement are 8:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays. Services performed due to Customer's operational requirements, outside the aforesaid normal working hours, will be billed to and paid by Customer in accordance with DataTel's standard rates.
6. **SOFTWARE LICENSE (MITEL TRADEMARK PRODUCTS ONLY):** Customer acknowledges and agrees that the Software listed in Section 1 is proprietary to Mitel Technologies, Inc. and constitutes trade secrets of Mitel. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software are and

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

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

DataTel

DocuSigned by:

By Brett Stimpson

Name: Brett Stimpson Title Technology Director

Date: 9/26/2023

By _____

Scott Langdon, President

Date: _____

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

1.2 Maintenance.

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

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

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

2. Rights and Permitted Use.

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

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

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

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

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

3. Fees and Payment.

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

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

4. Term and Termination.

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

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

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

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

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

5. Confidentiality.

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

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

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

6. Service Availability.

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

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

7. Data.

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

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

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

8. Representations and Warranties.

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

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

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

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

9. Indemnification.

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

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

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

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

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

10. Limitation of Liability.

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

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

11. General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Liberty Charter School District	**AssetWorks Risk Management Inc.** dba Go Solutions
By: _____	By: _____
Name: _____	Name: _____
Title: Board Chair	Title: _____
Date: 7/14/22	Date: _____

SCHEDULE A

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

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

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

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

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

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

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

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

Liberty Charter School District	**AssetWorks Risk Management Inc.** dba Go Solutions
By: Sheila Bryant	By: Christian Gutierrez
Name: Sheila Bryant	Name: Christian Gutierrez
Title: Board Chair	Title: General Manager
Date: 7/14/22	Date: 07/26/2022

BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

I. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Safeguarding Privacy and Security of Protected Health Information

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

> **(i) Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.
>
> **(ii) Business Associate's Operations.** For the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:
>
> (A) The disclosure is Required by Law; or

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

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

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

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

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

(c) ***Information Safeguards.***

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

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

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

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

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

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

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

III. Compliance with the Electronic Transactions Rule

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

IV. Obligations of the Covered Entity

The Covered Entity shall notify the Business Associate of:

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

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

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

V. Permissible Requests by the Covered Entity

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

VI. Individual Rights

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

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

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

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

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

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

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

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

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

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

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

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

VII. Breaches and Security Incidents

(a) ***Reporting.***

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

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

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

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

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

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

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

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

VIII. Term and Termination

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

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

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

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

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

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

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

IX. Miscellaneous Provisions

(a) ***Definitions.*** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.

(b) ***Inspection of Internal Practices, Books, and Records.*** Upon reasonable prior written notice, the Business Associate will make its internal practices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Information available to the Covered Entity and to HHS during regular business hours to determine compliance with the Privacy Rule.

(c) ***Amendment to Agreement.*** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects the Business Associate or the Covered Entity's obligations under this Agreement, this Agreement will automatically amend such that the obligations imposed on the Business Associate or the Covered Entity remain in compliance with the final regulation or amendment to the final regulation.

(d) ***No Third-Party Beneficiaries.*** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(e) ***Regulatory References.*** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(f) ***Survival.*** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

(g) ***Interpretation.*** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

(h) ***Notices.*** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested, by overnight delivery, or facsimile or electronic mail transmission with receipt acknowledged. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

(i) ***Entire Agreement; Modification.*** This Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the parties.

(j) ***Binding Effect.*** This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

"Covered Entity" – Liberty Charter School

Signature: _____

Print Name: _____

Title: Board Chair

Date: 7/14/22

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

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

Signature: Christian Gutierrez

Print Name: Christian Gutierrez

Title: General Manager

Date: 07/26/2022

"Covered Entity" – Liberty Charter School

Signature: _____

Print Name: _____

Title: Board Chair

Date: 7/14/22

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contract for School Psychologist Services

Liberty Charter School

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

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

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

Charter School agrees to:

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

Agreed and Accepted by:

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

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

Occupational Therapy Service Contract

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

Recital
Provider and School hereby covenant and agree as follows:

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

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

2.2 To provide consumable and non consumable materials (e.g diagnostic, therapy, copier / printer) necessary for therapy management / implementation such as adaptive paper, pencil grips, pencils, white board markers erasers etc. Any treatment / diagnostic materials including therapy assessments, protocols, and / or therapy supplies / equipment, purchased by School will remain with the school district at the termination of this contract. Any items purchased by Provider will remain with the provider at the termination of the contract. Any test protocols utilized by the OT for student eligibility will be reimbursed at $8/protocol.
2.3 To provide adequate / functional space in which Occupational Therapy can be delivered in accordance with program philosophy.
2.4 To make records of students available to Provider as necessary to provide services.
2.5 To provide invitations to meetings and requests for documentation, (ie. Progress Reports) in advance to ensure Provider has ample time for document preparation.
2.6 To provide reimbursement for any required fingerprinting or background checks - limited to no more than two per school year.

3. Other Terms
3.1 The terms of this Agreement shall begin on the date of execution and cease on May 30, 2025, with automatic renewal annually unless either party terminates the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.
3.2. School agrees to retain all required records for provision of services contemplated herein for a period of three (3) years or the length required by law whichever is more.
3.3 Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.
3.4 This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.
3.5 The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

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

By Provider: _____ Date: 6-25-24
Tiffany Pollock, Foundations Pediatric Therapy

By School: _____ Date: 6/19/24
SHEILA BRYANT
Print Name

BrightArrow

Liberty Charter School - New Business

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

Liberty Charter School
9955 Kris Jensen Lane
Nampa, ID 83686
United States

Brett Stimpson
bstimpson@libertycharterschool.com
+12089895183

Comments

Thank you for your interest in BrightArrow.

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

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

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

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

Thank you and we look forward to working with you.
BrightArrow Subscription Standard Terms and Conditions

Nicole Lieder - Account Executive BrightArrow



Products & Services

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

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

One-time subtotal	$1,037.50
Total	$1,037.50
Total contract value	$1,037.50

Signature

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

Brett Stimpson
bstimpson@libertycharterschool.com

This quote expires on August 13, 2024

Purchase terms

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

Questions? Contact me



Nicole Lieder
Account Executive
nicolelieder@brightarrow.com
+14252968764

BrightArrow
PO Box 7493
Bellevue WA 98008
United States

Dropbox Sign

Audit trail

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

This document was signed on app.hubspot.com

Document History

SENT	**05 / 16 / 2024** 16:53:38 UTC	Sent for signature to Brett Stimpson (bstimpson@libertycharterschool.com) from esign@hubspot.com IP: 54.174.52.22
VIEWED	**05 / 16 / 2024** 16:53:55 UTC	Viewed by Brett Stimpson (bstimpson@libertycharterschool.com) IP: 184.155.240.173
SIGNED	**05 / 16 / 2024** 16:54:16 UTC	Signed by Brett Stimpson (bstimpson@libertycharterschool.com) IP: 184.155.240.173
COMPLETED	**05 / 16 / 2024** 16:54:16 UTC	The document has been completed.

Renaissance

Subscription Renewal

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

Quote #: RPRNQ3061143
Reference ID: 680155
Subscription Ends: 10/31/2024

Liberty Charter School - 1495971
9955 Kris Jensen Ln
Nampa, ID 83686-4742
Contact: Alane McKnight - (208) 466-7952
Email: clerk@libertycharterschool.com

Quote Summary School Count: 1	
Renaissance Products & Services Total	$4,030.90
Applied Discounts	$(0.48)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $4,030.42**

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

By signing below, Customer:

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

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

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

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

Email: electronicorders@renaissance.com

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

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

Renaissance

Subscription Renewal

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

Quote #: RPRNQ3061143

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

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

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

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

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

Renaissance

Subscription Renewal

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ3061143

Quote Details

Liberty Charter School - 1495971

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

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