



**AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES (hereinafter referred to as "Agreement") is entered into by and between Children's Therapy Place, Inc., an Idaho Corporation, (hereinafter referred to as "Provider") and The Village Charter School (hereinafter referred to as "TVCS").

**RECITALS**

WHEREAS, Provider provides occupational therapy services, to assist students attending TVCS in their educational development, as identified on the student's Individualized Education Program (IEP) or 504 Plan; and

WHEREAS, Provider is duly licensed and/or qualified and able to provide related services to TVCS' students;

WHEREAS, TVCS desires to contract for occupational therapy services, by retaining Provider as an independent contractor.

NOW THEREFORE, in exchange for the provision of such occupational therapy services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and TVCS hereby covenant and agree as follows:

1. Provider agrees:
  - 1.1. To provide TVCS with occupational therapy services through the utilization of qualified, certified and/or licensed therapists, mutually agreed upon by Provider and TVCS.
  - 1.2. In rendering occupational therapy services, Provider shall be responsible for providing a free appropriate public education (FAPE) to students in accordance with applicable federal and state law, and as provided on the student's Individualized Education Plan (IEP) or 504 plan.
  - 1.3. To provide screenings, evaluations, and treatment for individuals and/or group clients.
  - 1.4. To provide a monthly statement based on a fee of \$70.00 per hour for services provided by an Occupational Therapist and \$60.00 per hour for services provided by an Occupational Therapy Assistant. One hour of mileage will be charged at \$40.00 per hour for a therapist providing less than 4 hours of service per day. If schedule requires therapist to leave and return on the same day, additional travel time will be billed.

School administration will provide a therapy schedule and/or approve therapy schedule. Cancellations by teachers or student absences will be charged at full therapy rates. Student absences that are known of in advance will be filled in by students scheduled at the end of the day as approved by school. Changes in schedule that occur less than day in advance and are unable to be filled will be charged at full therapy rate knowing VCS and therapist will act in good faith to make their best efforts to adjust schedule to the benefit of both parties.

Provider will be compensated for all necessary therapy services provided including; direct therapy with students, daily documentation completion, IEP and progress report documentation, eligibility report documentation, IEP meetings, and requested consultation by teachers and staff related to students. Therapists will do their best to complete documentation and perform responsibilities in a timely and efficient manner.

- 1.5. To maintain the necessary records as required by TVCS.
  - 1.6. To provide administrative services necessary for the completion of required reports and records.
  - 1.7. To participate in meetings and "staffings" as necessary.
  - 1.8. To provide proof of liability, malpractice and worker's compensation insurance within ten (10) days of the date of this Agreement.
  - 1.9. Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless TVCS from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from Provider's performance of the services provided under this Agreement.
  - 1.10. All services rendered by Provider under the terms of this Agreement shall require prior approval by TVCS in accordance with federal and state laws and regulations, local policies and procedures, and professional codes of conduct.
2. TVCS agrees:
- 2.1. That the service rates as set forth above are reasonable and TVCS agrees to the payment of such rates for services provided. Further, TVCS agrees to remit such payment within twenty-one (21) days of receipt of a billing statement. Children's Therapy Place, Inc. will submit invoices to TVCS by the 15<sup>th</sup> of the month, and payment is expected within 21 days of invoice submittal. A service charge will be applied to late payments at the rate of five percent (5%), plus \$100, per month for each statement past due. If payment and late fees are not received within 7 days following invoice due date, services may be discontinued by Children's Therapy Place, Inc. (See Other terms-Discontinuation of services for non-payment)
  - 2.2. To provide adequate space in which therapy can be delivered in accordance with program philosophy.




- 2.3. To make records of clients available to professional therapy staff members as necessary to provide services.
  - 2.4. To provide materials (e.g., diagnostic, therapy, etc.) necessary for service provision, or reimburse Provider for providing own materials necessary for service provision specifically evaluations and screening materials. Provider will supply statement for reimbursement of materials.
  - 2.5. To not solicit for hire or directly employ or contract with any employee or independent contractor engaged by Provider for the provision of services contemplated by this Agreement to TVCS during the term of this Agreement and for a period of two (2) years subsequent to the termination of this Agreement.
3. Other terms.
- 3.1. The term of this Agreement shall commence on Aug 1, 2018 and cease on July 31, 2019, unless otherwise renewed. Further, this Agreement may be terminated by either party upon thirty (30) days written notice to the other. This Agreement shall not exceed twelve (12) calendar months. At the discretion of TVCS, the Agreement may be renewed annually.
  - 3.2. Discontinuation of services for non-payment-  
Per payment terms listed in Section 2.1, Children's Therapy Place, Inc. reserves the right to discontinue services if payment and late fees are not received within seven (7) days following the end of the month due date.
  - 3.3. In performing services under this Agreement, Provider is, and shall at all times be, an independent contractor of TVCS. Nothing herein is to be construed as establishing an employer-employee relationship.
  - 3.4. Provider and TVCS agree to retain all required records for provision of services contemplated herein for a period of six (6) years, which time period shall commence upon final payment for service or resolution of a pending matter, whichever shall occur later. Provider shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall submit copies of the records to TVCS within ten (10) working days of the date requested. Additionally, upon reasonable notice, TVCS shall have the right to review such records at any time during business hours at Provider's office.
  - 3.5. Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this Agreement to any individual not authorized and directed by TVCS, or without the consent of the parent/guardian or the student, if 18 years of age or older.

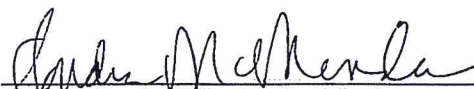
- 3.6. Provider acknowledges its obligation to comply with Idaho Code Section 16-1601, *et seq.*, and report, within 24 hours, any suspected abuse, abandonment, or neglect of a child to law enforcement or the Idaho department of Health and Welfare. Provider also agrees to inform TVCS, within 24 hours, of such suspicion.
- 3.7. The parties acknowledge that the remedy at law for any breach by TVCS or the provision set forth herein at Section 2.5 will be inadequate, and Provider shall be entitled to injunctive relief for the enforcement of this Agreement in addition to receiving such other compensation for damages as a court of competent jurisdiction may award. The provisions of this section shall survive any termination of this Agreement for the periods provided for in this Agreement.
- 3.8. If any portion of this Agreement shall be declared to be invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed modified to the extent necessary to comply with applicable law, and such modification shall, to the extent possible, comply with the intent of the parties as expressed in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. This Agreement can only be modified or amended by the written agreement of the parties, and this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.
- 3.9. 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 costs. 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.
- 3.10. 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.
- 3.11. The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 30<sup>th</sup> day of August, 2012.

**VILLAGE CHARTER SCHOOL**

**CHILDREN'S THERAPY PLACE, INC.**

By:   
 (Print name): Lori Manning  
 Its: Executive Director

By:   
 Sondra McMindes MS, CCC-SLP  
 President



# Village Charter School

2018 Renewal Premium: \$11,317.

All coverage will be provided by ICRMP. ICRMP uses a composite rating model that does not accommodate detailed premium breakdowns. For purposes of your Tort Levy, 50% of the premium is allocated to liability.

Thank you for your continuing membership of the ISBA Insurance Plan.



Allan Ranstrom



Chad Ranstrom

Please authorize us to issue the July 1, 2018 policies by signing/dating this form and returning it to us via fax (208) 321-0101 or email [vicki@moreton.com](mailto:vicki@moreton.com)

Signature



Date

May 21, 2018



## INDEPENDENT CONTRACTOR AGREEMENT

By and Between The Village Charter School and Agave Speech and Language Services

This Independent Contractor Agreement (this "Agreement") is made effective as of August 20, 2018, by and between The Village Charter School (the "Recipient"), of 1747 Fairmeadow Lane, Boise, Idaho, 83704, and Agave Speech and Language Services LLC (the "Contractor"), of 9504 W. Amity Rd, Boise, Idaho, 83709. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor".

1. DESCRIPTION OF SERVICES. Beginning on August 20, 2018, the Contractor will provide the following services (collectively, the "Services"):

- Speech Pathology Services (SLP)
- Evaluations and Screenings
- Documentation, Billing for Medicaid
  - The school will be responsible for providing basic services to assist the therapist in documentation which include but are not limited to:
    - Scanning/uploading paperwork online
    - Filing of Medicaid forms
    - Scheduling meetings
    - Parent communication (e.g. follow-up, answering of general questions)
    - Scheduling of student services
- Treatment minutes as determined by IEP
- Meetings as needed for IEP, Eligibility, Response to Intervention, and as requested by parents or school staff
  - NOTE: Each meeting will be limited to 30 minutes, unless requested by administration or parents during the meeting.
- Teacher consultation as needed
- Classroom observations as needed

2. PAYMENT FOR SERVICES. The recipient will pay compensation to the Contractor for the services. Payments will be made as follows:

- Invoicing for the service hours listed above as provided by the contractor at \$65.00 per hour.
- The Recipient will be charged a fee to reimburse the Contractor for protocols for tests administered, at the cost incurred by the Contractor.

The Contractor will provide an invoice by the 7th of each month for services rendered and costs incurred the previous month. The Recipient shall pay the invoice on or before the 30th of that same month. Failure to pay by the 30th may result in a temporary halt in services or termination of the contract.



No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement shall terminate automatically on June 30, 2020. A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals.

The Recipient has no rights to further inquire into the Contractor's other activities. Contractor guarantees neither her willingness to perform any work assigned, nor her availability for any particular work at any particular time.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of affecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

9. EXPENSES PAID BY THE CONTRACTOR. The Contractor's business and travel expenses (other than stated above) are to be paid by the Contractor and not by the Recipient.

10. CONFIDENTIALITY. The Contractor may have had access to proprietary, private, and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all on-public information which constitutes, relates, or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial, and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

11. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or the Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees.

12. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

13. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.





15. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.


16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Idaho.

18. SIGNATORIES. This Agreement shall be signed by The Village Charter School and by Agave Speech and Language Services. This Agreement is effective as of the date first written above.

**RECIPIENT:**

The Village Charter School  
Lori Manning, Executive Director

By: 


**CONTRACTOR:**

Agave Speech and Language Services, LLC  
Jennifer Hobbs, CCC-SLP, Owner

By:  

**WITNESS:**

Anthony Richard, Principal

By: 



# ***INDEPENDENT CONTRACTOR AGREEMENT***

TVCS and Justine Samuel

This Independent Contractor Agreement (this "Agreement") is made effective as of August 21, 2018, by and between The Village Charter School (the "Recipient"), of 1747 N Fairmeadow Dr, Boise, Idaho 83704, and Justine Samuel (the "Contractor"), of 5574 S. Santa Cruz Way, Boise, Idaho 83709. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

**1. DESCRIPTION OF SERVICES.** Beginning on August 21, 2018, the Contractor will provide the following services (collectively, the "Services"):

Psychological Services/Treatments with Paperwork, Evaluations and Medicaid Approved Documentation

**2. PAYMENT FOR SERVICES.** The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows:

Ms. Samuel will be paid upon invoicing the charter school with a NET 30.

To provide a monthly statement based on a fee of \$75.00 per hour for services provided by the Psychologist. All fees are billed in 15-minute increments.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

**3. TERM/TERMINATION.** This Agreement shall terminate automatically on June 28, 2019.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.



**5. RECIPIENT'S CONTROL.** The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

**6. PROFESSIONAL CAPACITY. Provider agrees:** The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

In rendering psychological services, Provider shall be responsible for providing a free appropriate public education (FAPE) to students in accordance with applicable federal and state law, and as provided on the student's Individualized Education Plan (IEP) or 504 plan.

TO participate in meetings and "staffing's" as necessary at the \$75.00 rate. IEP meetings will be capped at 45 min allowing Provider to begin the meeting and leave upon completion of their review or participation.

Provider shall be solely liable for any losses or damages resulting from Provider's performance of any of the services covered by this Agreement. Provider shall indemnify and hold harmless TVCS from any liability, including but not limited to costs, expenses, attorney fees, resulting from Provider's performance of the services provided under this Agreement.

**7. PERSONAL SERVICES NOT REQUIRED.** The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

**8. NO LOCATION ON PREMISES.** The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

TVCS will provide an adequate space for services to be rendered for the student in accordance to this Agreement.

**9. NO SET WORK HOURS.** The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

**10. EXPENSES PAID BY CONTRACTOR.** The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

**11. CONFIDENTIALITY.** Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the

operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

**12. INJURIES.** The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

**13. NO RIGHT TO ACT AS AGENT.** An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

**14. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**15. WAIVER OF BREACH.** The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

**16. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**17. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Idaho.



**18. SIGNATORIES.** This Agreement shall be signed by Cindi Elliot, Special Education Director on behalf of The Village Charter School and by Justine Samuel. This Agreement is effective as of the date first above written.

RECIPIENT:  
The Village Charter School

By: *Lori Manning, Executive Director*

Lori Manning  
Executive Director

CONTRACTOR:  
Justine Samuel

By: \_\_\_\_\_

**18. SIGNATORIES.** This Agreement shall be signed by Cindi Elliot, Special Education Director on behalf of The Village Charter School and by Justine Samuel. This Agreement is effective as of the date first above written.

**RECIPIENT:**  
The Village Charter School

By: Lori Manning, Executive Director

Lori Manning  
Executive Director

**CONTRACTOR:**  
Justine Samuel

By: Justine Samuel





*Sam @  
Wed - 15<sup>th</sup>*

1224 11<sup>th</sup> Ave  
Nampa, ID 83687

Shilo Automatic Sprinklers, Inc Proposal 208 466-0006  
Fax 208 466-7890

PROPOSAL SUBMITTED TO: The Village Charter School		PHONE: (208) 336-2000, Cell 208-513-5279	DATE: 07/18/18
STREET 1747 Fairmeadow Dr.		JOB NAME Annual Fire sprinkler inspection	
CITY, STATE, AND Zip Boise, Idaho 83704		JOB LOCATION: Boise, Idaho	
CONTACT Kim Black / Tony	kimblack@tvcsboise.org	FAX NO. (208) 367-1234	

**Thanks for the opportunity to propose your inspection needs for The Village Charter School**

**Test Includes:**

Dry fire sprinkler system, Test includes test and inspect Gate Valves, Fire Dept. Connection and Caps, Tamper valves and flow switches, Main drain, low air on the dry system and gages on the systems. Fire Alarm Panel, backflows and fire extinguishers.

1447 Fairmeadow: 2 – Dry fire sprinkler systems.....\$300.00  
 2 – Backflow tests.....\$80.00  
 Fire Alarm test and inspection.....\$175.00  
 37 – Fire Extinguishers inspection \$4.00 each.....\$147.00  
 Total.....\$702.00

8444 Fairview Ave. 1 – Dry fire sprinkler system.....\$150.00  
 2 – Backflow tests.....\$40.00  
 Fire Alarm Test and inspection.....\$125.00  
 4-6 Fire Extinguishers inspection \$4.00 Each.....\$16.00  
 Total.....\$331.00

Note: the cost to recharge or 6-year maintenance for fire extinguishers is \$18.00 each  
We may not need to charge for the Fire alarm test on the Gym if it is tied in to the Main Fire alarm panel.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOUR REQUIREMENTS AND WE LOOK FORWARD TO HEARING FROM YOU. SHOULD YOU HAVE ANY QUESTIONS PLEASE CALL Mark Nielson AT 208-466-0006. WHEN YOU ACCEPT THIS QUOTATION, PLEASE SIGN AND RETURN IT TO MY ATTENTION AND FAX IT TO 208-466-7890.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: SEE ABOVE dollars.

Payment to be made as follows:

TERMS: Net 30, on approved credit. Unpaid accounts are subject to interest charges up to the legal amount determined by the State of Idaho collections statutes. The account may be referred to a collection agency or an attorney for collections. The responsible party is liable for all such collection agency's fee(s) and/or attorney's cost(s). Fees for collections are 35% of the amount collected and 50% if the fees are collected through litigation. Attorney's cost(s) are determined by the court(s).

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature Mark Nielson

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: July 23, 2018

Signature [Signature]  
Print Name/Title Executive Director

# Village Charter School Statement of Work Cisco Phone System Installation

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Version 1.0  
October 26th, 2016

Presented by:  
Tyler Echols



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For more information of products and services, visit us at [www.stabilitynetworks.com](http://www.stabilitynetworks.com)



## Project Deliverables and Overview

### Overview

This SOW defines the scope of work to be completed by Stability Networks. The project will include the deployment of a Cisco voice network solution providing features and equipment that includes server, handsets and agreed upon options. Stability Networks will be responsible for completing the phases and their associated actions for implementation as detailed in the process below. Client responsibilities prior to and during project are listed within the document as well.

**Third party recording, monitoring, and supervisory applications will be billed in a separate Statement of Work.**

### Planning and Preparation Phase

The planning and preparation phase is critical to insure successful project completion. The planning and preparation portion will consist of multiple tasks that will include Discussion, Data Collection, Dial Plan Assignments, Solution Design, and Template Generation.

**Stability Networks Engineering Engagement-** Sales and voice engineers will collaborate with the client to confirm the solution is delivered as requested by the client. This will include pre-deployment meetings to gather information and to specify actions required by both parties for a successful implementation.

**Client Engagement-** The client will be responsible for meeting the expectations detailed in the document below. The client will also be responsible for gathering any additional information from vendor partners and the carrier to insure all documents are provided prior to project commencement.

### Stability Networks Infrastructure Deployment Phase

The Infrastructure deployment phase involves the installation and configuration of the primary components of the Cisco solution. Each of the applications and systems being deployed are outlined below with a brief description of the component and its functionality.

#### Cisco UCS Server – Cisco BE6K

The Cisco Unified Communications System (UCS) is a hardware platform that will be used to run the voice server environment.

Action:

Installation of the physical hardware.

- a. Delivery of physical hardware
- b. Installation of hardware in client provided rack.
- c. Connectivity to power and network.

Bo

### VMware vSphere ESXI

VMware vSphere ESXI will be deployed to virtualize the installation of the individual voice options on the UCS hardware platform. Each of the host entities will be licensed with the appropriate VMware license for the options being installed.

Action:

Configure VMware hypervisor for use with the following Cisco virtual machines.

- d. Cisco Unified Communications Manager (CUCM)
- e. Cisco Unity Connection (Voicemail)
- f. Cisco Unified Communications Manager Instant Message & Presence (CUCM IM&P)

### Primary Voice Gateways

Core Voice gateways will consist of Cisco Integrated Service Routers placed at multiple locations. Each gateway will terminate the determined voice delivery topology that will provide the required number of voice call sessions. These call sessions will be both inbound and outbound. All calls with the exception of 911 emergency calls will be routed in and out of the assigned gateways.

Action:

Deploy the Cisco ISR's into the assigned locations.

- a. Deploy voice gateway.
- b. Configure Cisco SRST solution if necessary.
- c. Cisco Unified Communications Manager Instant Message & Presence (CUCM IM&P)

### Cisco Unified Communications Manager

The Cisco Unified Communications Manager (CUCM) provides the call control and central management of many of the phone system components.

Action:

Configuration of CUCM and features.

- a. Phones and call routing for 4 digit extensions.
- b. Translation of Direct Inward Dial numbers to the extensions at locations.
- c. Establish hunt groups and associated call routing. (Up to 3)
- d. Configure Music on Hold.
- e. Configure Conference Now.
- f. Call Park.
- g. Self-Care Portal.
  - i. Single Number Reach.
- h. Cisco Jabber:
  - i. Active Directory Authentication
  - ii. Directory lookups
  - iii. Personal Chat
  - iv. Voicemail within Application
  - v. Limited Call history





### Cisco Unity Connection

Cisco Unity Connection provides the voice mail and auto attendant features used by the phone system including voice enabled call directories.

Action:

Configuration of Cisco Unity Connection and features.

- a. Establish voicemail for users
- b. Configure voicemail to email for Exchange/Office 365 environments
- c. Configure up to 3 (2) level Auto Attendants

### Cisco Instant Messaging and Presence

The Cisco Instant Messaging and Presence provides the server component for the Jabber desktop and mobile software. It allows the capabilities of internal or external messaging as well as availability and presence information providing visibility of when users are available, on the phone, or busy. External messaging requires additional components and configuration.

Action:

Configuration of Instant Messaging and Presence.

- a. Cisco Jabber:
  - i. Active Directory Authentication
  - ii. Directory lookups
  - iii. Personal Chat
  - iv. Voicemail within Application
  - v. Limited Call history

### Cisco Phone Handset Deployment

Cisco phone handsets provide a multitude of different models and features. This deployment will include Cisco 7841 and 8851 handsets.

Action:

Stability Networks will confirm quantity is correct and identify placement locations of handsets.

- a. Cisco Jabber:
  - i. Active Directory Authentication
  - ii. Directory lookups
  - iii. Personal Chat
  - iv. Voicemail within Application
  - v. Limited Call history



### Stability Networks Project Wrap Up with Client Phase

The Stability Networks project wrap up phase provides the opportunity to validate with the client that all has been delivered and functions the way described in this document.

Action:

Validation of successful implementation and use of the Cisco solution.

- a. Validate functionality of applications, features and equipment.
- b. Complete test calls.
- c. Validate internal and external routing
- d. Confirm voicemail functionality
- e. Confirm voicemail to email functionality
- f. Validate emergency service call functionality
- g. Finalize testing and confirm client acceptance

### Training and Knowledge Transfer Phase

The training and knowledge transfer phase addresses the necessary training needs of both the administrative and end user groups. Stability Networks will provide training to insure successful utilization of the Cisco solution by both parties.

Action:

Stability Networks facilitated training.

- a. Cisco Phone:
  - i. Transferring
  - ii. Call Park
  - iii. Conference Calling
  - iv. Voicemail setup and use
  - v. Self-Care Portal
- b. Cisco Jabber:
  - i. Phone Control
  - ii. Chat
  - iii. Presence





## Schedule of Rates

<i>Project Description</i>	<i>Cost</i>
Cisco UCS Phone System Implementation Project:  Project cost covers the completion of the activities and events detailed in the body of this Scope of Work Agreement above.	\$6300.00
Additional Time and Materials (Billed Per Hour) if needed.	\$175.00/HR

## Change Orders

Any requests outside of the defined description of services will be determined to be a change order to the original project. All change orders must be agreed upon by the client and the lead project engineer prior to being worked on. Change orders will be billed at the standard hourly rate of \$175 per hour.

## Terms and Conditions

Any work requested outside of the SOW will require a separate change order and may incur additional charges.

**EXPEDITE CHARGE:**

Client will permit Stability Networks three (3) full business weeks lead time after all product and licensing to allow for project planning and resource scheduling. If less than three (3) full business weeks lead time is provided by Client, an expedite charge of \$1000.00 will be applied to that site.

**RESCHEDULE/SITE CANCELLATION CHARGE:**

A reschedule or site cancellation charge will apply to any site rescheduled or cancelled by the client within a time period that is less than 10 business days before the scheduled equipment installation date as indicated in the project timeline. This charge will consist of a flat rate of \$500.00 plus any additional site time required and any new or additional travel expenses required.

**CLIENT NOT READY CHARGE:**

A Client Not Ready Charge will apply to any site when a client has not completed the "Client Responsibilities" section of the Statement of Work. This charge will consist of \$500 plus any additional site time required and any new or additional travel expenses required. This charge is applicable when project date and time is maintained and not rescheduled.



## Project Management

### Project Manager

Stability Networks will assign a dedicated Project Manager to interface directly with the client and have the following responsibilities:

1. Serve as the primary interface to the reseller.
2. Coordinate the site installation priorities and timeline.
3. Function as the point-of-contact for any issues that arise.
4. Provide status updates weekly by voice or email.

### Project Scheduling

Project scheduling will commence within 24 to 48 hours of reception of equipment and licensing. The client requirements portion of this agreement needs to be completed prior to formal scheduling.

Implementation projects will be then scheduled within 3-4 weeks of arrival of equipment and licensing. Any schedule changes to travel reservations due to client rescheduling (for any reason) will result in additional charges that are the responsibility of the client. Date changes to already scheduled projects are subject to a re-quote of all applicable charges. The voice lines and T1 turn-up date must be scheduled (3) working days prior to the beginning of the install. Any delays will result in additional labor charges.





## Client Requirements

### Prior to and during the installation, the client's responsibilities are:

- 1) Provide all patch cables required.
  - a. Network cabling that is to be used for voice traffic must be CAT-5e or better.
- 2) The area in front of the servers, routers, and switches should remain clear and unobstructed for a distance of (2) two feet.
- 3) Responsible for providing all required rack space for servers, routers, switches, and any other rack mountable equipment at a minimum of 3ft and a maximum of 6ft above floor level.
- 4) Extend all required network demarcation points to within five (5) feet of the router equipment that is to be installed.
- 5) The environment of the intended installation point of the equipment must be free of:
  - a. Moisture (Both humidity and standing water)
  - b. Large particulate matter
  - c. Any sized airborne particulate matter
  - d. Excessive temperatures
- 6) Installation of all site wiring (power, signal, path, and lengths).
- 7) Installation of power outlets located within five feet of the equipment to be installed.
- 8) Any building alterations necessary to meet wiring and other site requirements.
- 9) Installation and verification of operation for all equipment not supplied by Stability Networks, but required for installation (e.g. workstation, transceiver, and so on).
- 10) Configuration parameters for each protocol (ex. IP, VLAN, and so on) to be configured on each network hardware component or module, including all necessary addressing.
- 11) Provide Network and System Administrators on an as needed basis for solution integration and knowledge transfer purposes.
- 12) Insure the appropriate Network and System Administrators will be available during all implementation, design and planning phases.
- 13) Provide contact name, telephone number, and email for both a primary and backup local site contact.
- 14) Provide a call flow chart, and during install provide a resource to record voice prompts required.
- 15) Perform all site preparation activities including, but not limited to, power, ventilation, and proper environmental conditions as per the equipment manufacturer's specifications.
- 16) Ensure that there is Power over Ethernet infrastructure in place or have ordered power adapters to power the IP telephones.
- 17) Ensure that all telco circuit information such as coding, framing, number of digits from CO and protocol type is provided to the Stability Networks Project Manager prior to implementation.
- 18) Client is responsible for having AD updated with accurate email addresses and internal extension numbers in the IP phone or telephone field.
- 19) Client may be required to purchase multiple valid SSL certificates as needed.
- 20) Client is responsible for any headset compatibility unless purchased with the phone system.
- 21) Client is responsible for having AD updated with accurate E-Mail addresses and Internal Extensions in either the IP Phone or Telephone fields at least 10 business days prior to go live.
- 22) Client is responsible for placing and plugging in phones on users work areas (Stability will label phones / boxes with extension / names). Unless pre-arranged during or prior to initial project kick-off.
- 23) Client is responsible for changes to pre-existing phone infrastructure to ensure interoperability on the new system if necessary (Stability will provide guide on changes needed).
- 24) Client is responsible for installing Jabber Application on user computers (Stability will provide Installer and help with creation of GPO for deployment).
- 25) Client will provide user / extension list in its entirety prior to initial project kick-off.

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## Acceptance and Authorization

### Statement of Work and Agreement Acceptance Criteria

Stability Networks shall present this scope of work based on the criteria entered on the phone system questionnaire form. Any work requested outside of this scope will incur additional charges. Client will indicate acceptance of the service by signing in signature block below. This support services agreement constitutes the entire agreement between **Village Charter School** and **Stability Networks** with respect to the subject matter hereof and may be amended or modified only in a written acknowledgment signed by both parties.

The terms and conditions of this **Professional Services Agreement** will apply in full to the services and products provided under this Statement of Work.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Benjamin E. Greenwood  
Full name

Stability Networks  
Full name

TVCS Chairman of The Board  
Title

\_\_\_\_\_  
Title

  
Signature

\_\_\_\_\_  
Signature

4/20/17  
Date

\_\_\_\_\_  
Date

*BO*



# The Village Charter School

## Statement of Work --

### Network Installation, Office Move and Wireless Installation

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Version 1.0  
April 3, 2017

Presented by:  
Tyler Echols



## Overview

The purpose of this project for The Village Charter School is to move the existing sites to the new location at 8444 W Fairview Ave. All servers and network equipment will be moved to the new location and consolidated. New wireless, 3 new switches and a new rack with cabling will be installed and tested. Existing switches will be re-provisioned as needed in the new location. New UPS devices will be installed in both MDF and IDF locations.

## Deliverables

The following list of Deliverables represents, in its entirety, all agreed up items to be completed and/or provided by Stability Networks and/or The Village Charter School.

### **Stability Networks**

1. Validate all project required equipment, materials, Client Access Licenses, software licensing and media are accounted for, accurate, matches associated quote(s) and are registered as necessary.

#### **Switch Installation – Quantity: 3**

- 1) Complete walk-through of the facilities planned switch location.
- 2) Prepare site and plan configuration.
- 3) Unbox and remove switches from packaging and provide client with documentation.
- 4) Validate all items present and equipment matches requested.
- 5) Mount the equipment in the client furnished network rack or designated area.
- 6) Update switch to current firmware and boot code versions.
- 7) Install switch on network with base configuration.
- 8) Integrate switching into existing network
- 9) Configure switch trunk, if applicable.

Decommission antiquated switches, if applicable.

#### **Uninterruptable Power Supply Installation – Quantity: 3**

- 1) Unbox Uninterruptable Power Supply (UPS).
- 2) Mount UPS into client provided rack.
- 3) Connect power and network patch cable.
- 4) Install and configure remote management and monitoring network interface card.
- 5) Install and configure Network Shutdown on connected servers.
- 6) Implement cable management.
- 7) Install 2 750RM's in IDF locations.
- 8) Install 1 2200RM in MDF.





### Office Move

- 1) Remove all servers from current rack.
- 2) Remove all networking equipment from current locations.
- 3) Transport all networking equipment from current location to new location.
- 4) Assemble new rack.
- 5) Install servers and networking equipment into new rack.
- 6) Re-IP network infrastructure as needed.
- 7) Reconfigure firewall to new ISP.
- 8) Validate all internal and external access.
- 9) Validate all applications are functioning.
- 10) Implement new cable management for MDF/IDF. (Blue = Client Access, Red = Infrastructure, White = Wireless)

### Meraki Wireless Survey and Installation

1. Wireless Survey
  - a. Gather required map of property
  - b. Client defines areas of coverage and quality
  - c. Perform virtual site survey
  - d. Perform site survey at physical location
  - e. Document findings and deliver to customer
2. Create Meraki Web Portal
  - a. Create new organization in Meraki portal for The Grove Plaza
  - b. Create network in portal
  - c. Adopt all Meraki equipment to the portal
  - d. Apply licensing
    - i. Add serial numbers
  - e. Configure alerting
  - f. Configure update policy
  - g. Create additional administrators
  - h. Create documentation for portal access
3. Meraki MR Access Points (27)
  - a. Update Access Point to the latest software revision
  - b. Assign IP addressing
  - c. Configure broadcast power per the wireless survey findings
  - d. Configure the defined SSID's (2)
  - e. Configure required splash page
  - f. Create traffic shaping policy
  - g. Disable legacy wireless 802.11b
  - h. Assign SSID's to VLAN's



## Client

### Prior to implementation of the project

The following items have been identified and are required to be provided by The Village Charter School.

- 1) All Ethernet wiring must be completed and certified by the wiring contractor.
- 2) All communications rooms (MDF/IDF) must have adequate power and correct NEMA 15-20R receptacles.
- 3) Access to the old and new locations.

## Responsibilities

### Stability Networks

#### Prior to and during the installation, Stability Networks responsibilities are:

- 1) Validate all project required equipment, materials, Client Access Licenses, software licensing and media are accounted for, accurate, matches associated quote(s) and are registered as necessary.

## Client

### Prior to and during the installation:

- 1) **Client will ensure that all users are aware of the agreed upon and scheduled downtime to be incurred during the server implementation and data migration.**
- 2) Provide all patch cables required
  - a. Network cabling that is to be used for voice traffic must be CAT-5e or better.
- 3) The area(s) designated for the new equipment to be installed and those areas for any existing equipment should remain clear and unobstructed for a minimum radius of (2) two feet.
- 4) Servers, routers, and switches should be located in a physically securable area.
- 5) Responsible for providing all required rack space for all rack-mountable equipment
- 6) Extend all required network demarcation points to within five (5) feet of the router, firewall or switch equipment that is to be installed per this SOW.
- 7) Extend and/or provide proper electrical power to within five (5) feet of the equipment to be installed. A UPS or backup generator are required.
- 8) The environment of the intended installation point of the equipment must be free of:
  - a. Moisture (Both humidity and standing water)
  - b. Large particulate matter
  - c. Excessive temperatures by providing proper ventilation and/or cooling.
- 9) Installation of all site wiring (power, signal, path, and lengths).
- 10) Installation of necessary power distribution boxes, conduits, groundings, lightning protection, connectors, and associated hardware.
- 11) Installation of power outlets located within five feet of the equipment to be installed.
- 12) Any building alterations necessary to meet wiring and other site requirements.
- 13) Installation and verification of operation for all equipment not supplied by Stability Networks, but required for installation (e.g. workstation, transceiver, and so on).
- 14) Configuration parameters for each protocol (example... IP, VLAN, and so on) to be configured on each network hardware component or module, including all necessary addressing.



- 15) Provide Network and System Administrators on an as needed basis for solution integration and knowledge transfer purposes.
- 16) Provide contact name, telephone number, and email for both a primary and backup local site contact.
- 17) Provide a call flow chart, and during install provide a resource to record voice prompts required.
- 18) Perform all site preparation activities including, but not limited to, power, ventilation, and proper environmental conditions as per the equipment manufacturer's specifications.
- 19) Ensure that there is Power over Ethernet infrastructure in place or have ordered power adapters to power the IP telephones.
- 20) Client is responsible for having AD updated with accurate email addresses and internal extension numbers in the IP-phone or telephone field.
- 21) Client may be required to purchase multiple valid SSL certificates as needed.
- 22) Client must provide accurate vendor contact information for any third party application or software to be installed or configured.

### Schedule of Rates

<i>Project Description</i>	<i>Cost</i>
<p><b>Server and Network Implementation Project:</b></p> <p>Project cost covers the completion of the activities and events detailed in the body of the Scope of Work Agreement above.</p>	\$5600.00
<p>Additional Time and Materials (Billed Per Hour) as needed. Time and charge will be discussed and mutually agreed upon.</p>	\$175.00/hr.

### Change Orders

Any requests outside of the defined Deliverables section, beginning on page 2, will be determined to be, and require, a Change Order to the original project.

All Change Order request(s) must be presented to the Stability Networks Project Manager.

All Change Order request(s) must be agreed upon by the designated representative of The Village Charter School and the Stability Networks Project Manager prior to work being performed.

Change orders will be billed at the standard hourly rate of \$175 per hour.

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## Terms and Conditions

Any work requested outside of the SOW will require a separate change order and may incur additional charges.

### **EXPEDITE CHARGE:**

Client will permit Stability Networks three (3) full business weeks lead time after all product and licensing to allow for project planning and resource scheduling. If less than three (3) full business weeks lead time is provided by Client, an expedite charge of \$1000.00 will be applied to that environment.

### **RESCHEDULE/SITE CANCELLATION CHARGE:**

A reschedule or site cancellation charge will apply to any site rescheduled or cancelled by the client within a time period that is less than 10 business days before the scheduled equipment installation date as indicated in the project timeline. This charge will consist of a flat rate of \$500.00 plus any additional site time required and any new or additional travel expenses required.

### **CLIENT NOT READY CHARGE:**

A Client Not Ready Charge will apply to any site when a client has not completed the "Client Responsibilities" section of the Statement of Work. This charge will consist of \$500 plus any additional site time required and any new or additional travel expenses required. This charge is applicable when project date and time is maintained and not rescheduled.

### **INSTALLATION, CONFIGURATION, and INTEGRATION:**

#### **Onsite**

All equipment will be installed and programmed as mutually agreed upon and will be documented in accordance with the final system design.

All onsite installation, integration and go-live activities will be assigned contiguous days and/or a contiguous block of time and performed by onsite technician(s).

#### **Remote**

All remote installation, integration and go-live activities will be assigned contiguous days and/or a contiguous block of time and performed by onsite technician(s). Client commits to be available and provide credentials for remote access at times specified. Existing remote access and credentials will be utilized for pre-existing clients.

#### **New Client Only**

Pre-existing issues encountered with any server(s) that require remediation by onsite or remote technician(s) to resolve in order for successful completion of any items listed in the Deliverables, and not specifically outlined in this Statement of Work, will be considered a Change Order and brought to the attention of the designated client contact and Stability Project Manager.



## Project Management

### Project Manager

Stability Networks will assign a dedicated Project Manager to interface directly with the client and have the following responsibilities:

1. Serve as the primary interface to the reseller
2. Coordinate the site installation priorities and timeline
3. Function as the point-of-contact for any issues that arise
4. Provide status updates weekly by voice or email.

### Project Scheduling

Project scheduling will commence within 24 to 48 hours of reception of equipment and licensing. The client requirements portion of this agreement needs to be completed prior to formal scheduling.

Implementation projects will be then scheduled within 3-4 weeks of arrival of equipment and licensing. Any schedule changes to travel reservations due to client rescheduling (for any reason) will result in additional charges that are the responsibility of the client. Date changes to already scheduled projects are subject to a re-quote of all applicable charges. The voice lines and T1 turn-up date must be scheduled (3) working days prior to the beginning of the install. Any delays will result in additional labor charges.





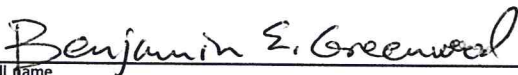
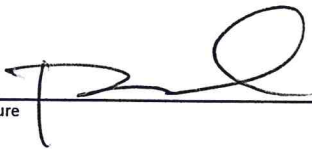
## Acceptance and Authorization

### Statement of Work and Agreement Acceptance Criteria

Stability Networks shall present this scope of work based on the criteria entered on the phone system questionnaire form. Any work requested outside of this scope will incur additional charges. Client will indicate acceptance of the service by signing in signature block below. This support services agreement constitutes the entire agreement between The Village Charter School and **Stability Networks** with respect to the subject matter hereof and may be amended or modified only in a written acknowledgment signed by both parties.

The terms and conditions of this **Professional Services Agreement** will apply in full to the services and products provided under this Statement of Work.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

 Full name	Stability Networks Full name
TVCS Chairman of The Board Title	Title
 Signature	Signature
4/20/17 Date	Date



## **GENERAL CONTRACT FOR SERVICES**

This Contract for Services is made effective as of January 19, 2017, by and between The Village Charter School ("The Village") of 219 North Roosevelt, Boise, Idaho 83706, and Veritas Charter School Services, LLC ("Veritas").

**1. DESCRIPTION OF SERVICES.** Beginning on January 19, 2017, Veritas will provide to The Village the following services (collectively, the "Services"):

Business Office Oversight and Administration-**Operations/Business**  
Business Operations and Implementation-**Operations/Business**  
Financial Oversight to Support accounting services being used-**Business**  
Procedural Handbooks and Training-**Operations**  
Human Resource Assistance and Employee Benefits-**Operations/Business**  
Hiring Support-**Academic/Business**  
Strategic Planning and Board Communication-**Operations/Business**  
Lottery Oversight and Administration-**Operations**  
Recruitment and Marketing Support-**Operations**  
Student Data Tracking and Data Analysis-**Academic/Business**  
Professional Development, as needed-**Academic**  
Instructional Education Support, as needed-**Academic**  
Teacher Evaluations and Documentation-**Academic/Business**

**2. PAYMENT.** Payment shall be made to Veritas Charter School Services, LLC,

The Village agrees to pay Veritas as follows:

Veritas will be paid 9% of gross receipt by The Village of revenue from local, state or federal sources. The services provided will be documented and available for review by the Governing board. However, these services are not available 'al a carte' and do not have specific numeric value attached to them. Services can be provided daily, weekly monthly or one-time yearly and will fulfil the obligation of the contract, as written. Some services will be provided more than others based on the long-term needs of the school.

The Village shall pay all of the costs of Veritas for collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if The Village fails to pay for the Services when due, Veritas has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will terminate automatically on June 30, 2020 so long as the Promissory Note payable to American Charter Development, LLC is paid, in full. In the event The Village executes a renewal of this contract, prior to June 30, 2019, Veritas will discount the

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fee charged by .25%, so long as timely payments have been made to Veritas. ACH withdrawals for payments also makes a school eligible for discounts.

**4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Veritas in connection with the Services will be the exclusive property of Veritas. Upon request, The Village will execute all documents necessary to confirm or perfect the exclusive ownership of Veritas to the Work Product.

**5. CONFIDENTIALITY.** Veritas, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Veritas, or divulge, disclose, or communicate in any manner, any information that is proprietary to The Village. Veritas and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by The Village of these confidentiality obligations which allows Veritas to disclose The Village's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, Veritas will return to The Village all records, notes, documentation and other items that were used, created, or controlled by Veritas during the term of this Contract.

**6. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of The Village.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

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**8. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**10. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**11. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**12. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**13. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Idaho.

**14. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

26

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**16. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

**17. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Benjamin Greenwood, Chairman of the Board for The Village Charter School, and Lori Manning, representative for Veritas Charter School Services, LLC, effective as of the date first above written.

Service Recipient:  
The Village Charter School

By:

  
Benjamin Greenwood

Service Provider:  
Veritas Charter School Services, LLC

By:

  
Lori Manning

PG



# De Lage Landen Financial Services, Inc.

# Lease Agreement # FTW120961-001

LESSEE	Full Legal Name VILLAGE CHARTER SCHOOL, INC. (THE)			Phone Number 2083362000		
	Billing Address 219 N ROOSEVELT ST, BOISE, ID, 837061850			Attention to		
Send Email Invoice to: Kyoacan			Purchase Order Requisition Number			
EQUIPMENT	Equipment Make	Model Number	Serial Number	Quantity	Description (Attach separate Schedule A if Necessary)	
	KM 253014 Kyoacan	KM 253014 KM 3051		1	Kyoacan 55 R/W	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	Plus Applicable Taxes	Term of Lease in Months	End of Lease Option	Payment Frequency
	63	*	Plus Applicable Taxes	63	Fair Market Value	Monthly 704
		*	Plus Applicable Taxes	First Period Payment	(PLUS) Other	(EQUALS) Total Payment Enclosed
	Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies (check one) *Lease payment may be adjusted for up front sales tax.					

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the above Equipment and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of \$75 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Lease term. If a payment is not made when due, you will pay us a late charge of 10% of the payment or \$10, whichever is greater. We will charge you a fee of \$25 for any check that is returned. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM OR CONDITION OF THE LEASE.

2. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The above Lease Payments do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any Service claims will not impact your obligation to pay all Lease payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (including, without limit, sales, use and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for

administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

7. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial Lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 6% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. You authorize us and our agents to contact you about all of your accounts with us in any way, such as calling, texting, or using an automated dialer, at any number or email address you have provided to us, from which you have contacted us, or at which we believe we can reach you, even if you are charged for such contact by a provider.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <i>Lori Mannin</i>	Date 9/12/17
	Title Executive Director	Print Name Lori Mannin
Legal Name of Corporation VILLAGE CHARTER SCHOOL, INC. (THE)		

LESSOR	DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Processing Cnt: 1111 Old Eagle School Road, Wayne, PA 19087-8608	
	Phone: (800) 735-3273 • Fax: (800) 776-2329	
	Commencement Date	Lease Number
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Date	Print Name
			Title

*Service is included with machine  
ink + toner included  
Meters read monthly  
Utility installed on machine to give proper notices.*





## **Important Information Regarding Your Account**



### **Insurance Requirement Notification**

Lease Agreement Number: L223879-000

Lessee Name: VILLAGE CHARTER SCHOOL, INC. (THE)  
Lessee Address: 219 N Roosevelt St  
Boise, ID 83706

The subject financing agreement requires you to keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. You will also need to obtain and maintain comprehensive public liability in the amounts of \$300,000/occurrence and \$600,000/aggregate.

You will be contacted for your insurance provider and will need to forward the appropriate Certificates of Insurance to VAR Resources after the funding of your Agreement.

**Please notify your insurance provider to include the following information on the Certificates of Insurance:**

1. Lease Number
2. Address of equipment location(s)
3. VAR Resources and/or our assigns names as the sole lender loss payee on the property insurance
4. VAR Resources and/or its assigns named as an additional insured on the public liability policy
5. In addition to property coverage, the document must reflect 'Special Form' (or All Risk) including theft.
6. The Certificate Holder should be listed as the following:  
VAR Resources  
P.O. Box 15270  
Irvine, CA 92623

In the event you do not provide these Certificates of Insurance as required by the time of funding, you agree that we have the right, but not the obligation, to obtain such insurance and charge you a fee and you agree to pay the fee when presented.

Refer to the **INSURANCE** Section of your Agreement, for the specific information related to insurance for this agreement.

Please submit your insurance certificates to: [customerservice@vendorservicescenter.com](mailto:customerservice@vendorservicescenter.com)



## Going Green By Going Paperless

Lease Agreement:

Dear VILLAGE CHARTER SCHOOL, INC. (THE)

As part of our Go Green program we have adopted electronic invoice delivery as our standard method of billing. Paper invoices will remain available if you choose to opt-out of this program.

To ensure you receive your electronic invoices, please make sure you are enrolled into Go Green. Simply log onto your account at [www.vendorservicescenter.com](http://www.vendorservicescenter.com) and click on the Go Green tab. Select the Paperless Invoice box and provide an updated email address. While online, enroll into Automatic Debit Payments. It is safe, secure and another great way to reduce waste.

Thank you for helping us in our effort to implement environmental friendly business practices.

Vendor Services Center





# FRANKLINCOVEY CLIENT SALES, INC.

The Leader in Me®

This Agreement is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., a Utah corporation whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey") and the following organization ("Client"):

<b>Organization:</b>	The Village Charter	<b>Contact Person:</b>	Tony Richard
<b>Address:</b>	219 North Roosevelt	<b>Telephone:</b>	(208) 336-2000
<b>City, State, ZIP:</b>	Boise, ID 83706	<b>Email Address:</b>	<a href="mailto:tonyrichard@thevillagecharterschool.org">tonyrichard@thevillagecharterschool.org</a>

## Part I

### Training Sessions/Materials and Pricing

#### Workshop/Event Logistics

<b>Title:</b>	The Leader in Me "TLIM Aligning Academics"
<b>Date(s):</b>	August 10, 2017
<b>Time</b>	8:00 AM – 3:00 PM
<b>Location</b>	The Village Charter
<b>Consultant(s)</b>	John Flokstra
<b>Participants:</b>	34

#### Fees and Participant Materials:

##### Consultant Fees:

John Flokstra at \$2,700 per day	\$2,700.00
<b>*Please anticipate expenses as they are not included</b>	

##### Participant Materials:

TLIM Aligning Academics Field Guide at \$45 each QTY 34	\$1,530.00
Estimated Shipping and Handling UPS Ground	\$73.70

#### Workshop/Event Logistics

<b>Title:</b>	The Leader in Me "TLIM Lighthouse Team Training 2: Achieving Momentum"
<b>Date(s):</b>	August 11, 2017
<b>Time</b>	8:00 AM – 3:00 PM
<b>Location</b>	The Village Charter
<b>Consultant(s)</b>	John Flokstra
<b>Participants:</b>	6

#### Fees and Participant Materials:

##### Consultant Fees:

John Flokstra at \$2,700 per day	\$2,700.00
<b>*Please anticipate expenses as they are not included</b>	

##### Participant Materials:

TLIM Lighthouse Team 2 Field Guide at \$45 each QTY 6	\$270.00
Estimated Shipping and Handling UPS Ground	\$24.57

### TLIM Online and Intellectual Property License

If Client has elected to become a Leader in Me school, teachers and/or staff of Client ("Users") are entitled to access "The Leader in Me Online" protected site of FranklinCovey's Leader in Me website (the "TLIM Online") located at [www.TheLeaderInMeOnline.org](http://www.TheLeaderInMeOnline.org) and receive a limited license to use certain FranklinCovey intellectual property as defined in this Section.

**Grant of Rights To TLIM Online:** FranklinCovey hereby grants Client, a limited, non-exclusive, non-transferable, revocable license for Users, for whom an annual license fee has been paid, to access the TLIM Online. Access to the TLIM Online



shall be available only to Users, who will receive a unique registration code from an authorized representative of Client (e.g. Principal) prior to logging into the site. Client and Users agree not to make the TLIM Online available in any manner to individuals who are not a party to this Agreement or to the general public and specifically students. The TLIM Online is provided for the benefit of Users only who have paid a license fee for this site. FranklinCovey will not provide technical support to Client and Users or be liable in the event the TLIM Online or related technology fails. Users agree to accept the terms and conditions of the TLIM Online site.

**Intellectual Property License:** FranklinCovey hereby grants to the Client, a limited, non-exclusive license (the "License"), to use the FC IP (defined below) within Client's schools only in connection with the delivery or promotion of FranklinCovey's The Leader in Me® solution within its school. For clarity, the FC IP may be used with, but not meant to be limiting, lesson plans, bulletin boards, posters, tee shirts, pins and songs and other similar uses, excluding planners/agendas, unless purchased through Premier, a division of School Specialty. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client, using the FC IP shall be deemed derivative work ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the license granted herein. The "FC IP" shall mean The Leader in Me trademarks and copyrighted materials provided to the school by FranklinCovey, including The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers and anyone else who may have access to or receive the FC IP, that such FC IP is copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein. The FC IP is for the benefit of Client for use within its school only.

**Term of TLIM Online and License:** The TLIM Online and License granted above shall commence with the Effective Date and continue for one (1) year and year to year thereafter. Client may terminate the rights granted herein by providing written notice sixty (60) days prior to the end of each 12-month period; however, all fees are non-refundable once the 12-month period and any subsequent year thereafter has commenced.

### Part III Coaching Terms and Conditions

The Leader in Me Coaching System provides an opportunity for staff and/or teachers of Client to attend the sessions described herein. Notwithstanding other terms and conditions in conflict with these terms and conditions, the following terms shall govern the coaching services.

**Onsite Coaching Day(s):** Your Leader in Me Coach will visit your school and assist you to implement your plans to achieve measurable results through your Leader in Me Implementation. During the day(s), he or she will lead sessions of analyzing evidence, feedback and reflection, sharing learning resources and tools, and supporting action planning. Your coach will provide a written summary of each visit including links to key resources.

**Regional Lighthouse Coordinator Academy:** Lighthouse Coordinator Academy provides an opportunity for two (2) staff member to participate in a professional learning community for (2) days with other schools to acquire skills and deepen implementation of The Leader in Me. This day will be held at a location in or near your community determined by FranklinCovey.

**Regional New-Staff Training:** New-staff Training provides an opportunity to allow new staff to participate in a regional 7 Habits Signature 4.0 training and is (2) two days of professional development at a location in or near your community determined by FranklinCovey.

**Regional Principal's Academy:** Principal's Academy brings premiere leadership training to principals, assistant principals, and other education leaders for (2) two days of professional development at a location in or near your community determined by FranklinCovey.

**Cancellation/Rescheduling Fees:** Fifteen (15) calendar days' notice is required to cancel or reschedule the Onsite Coaching Day. If Client provides fewer than fifteen (15) days' notice, Client will be billed a cancellation fee of \$1,250 or a rescheduling fee of \$625 to cover costs incurred by FranklinCovey. Client will not be assessed a cancellation/rescheduling fee if the Onsite Coaching day is cancelled or rescheduled by FranklinCovey.

**Participant Travel Expenses:** In the event, participants travel to a Regional Lighthouse Coordinator Academy, Regional New-Staff Training or Regional Principal's Academy, participant travel expenses will be borne by Client.

**Refund Policy:** The fee for the Coaching System™ is non-refundable. Therefore, it is Client's responsibility to coordinate a date for the Onsite Coaching Day(s), Regional Lighthouse Coordinator Academy, Regional New-Staff Training and Regional Principal's Academy.

**Coaching Guarantee:** FranklinCovey is committed to providing a quality training experience for every participant who participates in The Leader in Me Coaching System. Should any part of The Leader in Me Coaching System - Onsite or Regional Training and Academies - fail to meet the Client's expectations for any reason, the Client will not be invoiced for that portion.



## General Terms and Conditions

**Payment Terms:** FranklinCovey shall invoice Client for all fees and costs associated with this Agreement, including shipping and handling, sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey), and, if applicable, Consultant's reasonable travel expenses. All shipments are FOB Shipping Point. Client shall pay the invoiced amount within thirty (30) days of the invoice date. Fees are subject to an annual price increase. FranklinCovey will provide thirty (30) days written notice of such price increase.

**Cancellation/Rescheduling Fees:** Fifteen (15) calendar days' notice is required to cancel or reschedule a training session. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any training session canceled or rescheduled by FranklinCovey.

**Facilities:** Client shall be responsible for providing an appropriate classroom for scheduled training session and to furnish the classroom with audio/visual equipment and minor supplies (flip chart, markers) required by FranklinCovey and all costs associated therewith.

**Copyright:** FranklinCovey owns all intellectual property rights, proprietary rights and copyrights to all training session concepts and materials. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revision of such materials or concepts of the scheduled training session or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement and/or federal copyright law. The training session materials provided herein are intended for personal use only by the participant to apply the concepts learned within the school, and are not for resale or public display. Nothing in this Agreement implies a grant of license for Client to use the training session concepts and materials outside of the scope of this Agreement.

**Recordings:** Client shall not make or allow to be made any audio and/or video recordings of the training sessions. Client shall inform the audience and otherwise take reasonable actions to insure that no recordings of the training sessions are made.

**Substitution of Instructor:** If for any reason the scheduled instructor is unable to conduct the training session, FranklinCovey will provide a substitute instructor or, at Client's option, reschedule the training session. In the case of a cancellation or rescheduling by FranklinCovey, Client will not be charged a cancellation/rescheduling fee.

**Returning Participant Materials:** FranklinCovey will extend a refund for unused participant materials returned within thirty (30) days of purchase or training session date. Customized products, online profiles, and online learning modules are not eligible for refund. Electronic and software products must be returned within fourteen (14) days of purchase or training session date in the original, unopened packaging for refund. All materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.

**Training Session Guarantee:** FranklinCovey is committed to providing a quality training experience for every participant who attends a FranklinCovey training session. Should a training session fail to meet the Client's expectations for any reason, Client will not be invoiced for the training session.

**Measureable Results Assessment:** The Leader in Me process includes a survey whereby staff, parents and students are asked some questions related to leadership, culture and academics. An authorized person from the school will be provided a URL link of the survey questions to share with staff, parents and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, then FranklinCovey will not permit disclosure outside its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed for the purpose of the survey. Survey results will be compiled in an aggregate form and shared with third parties such as donors and sponsors. It may also be used for research. To emphasize, no PII will be collected and the survey is not mandatory.

**Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

**Leader in Me Notifications:** FranklinCovey may send to teachers, staff and employees via email or other means, promotional materials, product updates, upcoming events and other information pertinent to The Leader in Me process. Anyone receiving such information may opt out at any time.

**Modification of Agreement:** All amendments or modifications to this Agreement must be in writing signed by the parties hereto. The person executing this Agreement warrants that they have the authority to bind Client.

**Affirmative Action/Equal Opportunity Employer:** FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

**Force Majeure:** Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

**Governing Law:** This Agreement shall be governed in accordance with the laws of the State of Utah. In the event that any action is

necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed.

Effective Date: June 29, 2017

FranklinCovey Client Sales, Inc.

Signature: *Jennifer Frost*  
By: Jennifer Frost  
Title: Client Service Coordinator  
Email: jennifer.frost@franklincovey.com  
Fax: (801) 817-8466  
Client Partner: Mike Forsyth

The Village Charter

Signature: *Audrey L. Beland*  
By: *3/29/17*  
Title: *Principal*  
Email: *township@thevillage.org*  
Fax: *208-362-1234*





# iProtect Home Security Commercial Bid

## Owner Information

The Village Charter School  
420 S. Orchard, Boise, Idaho 83705  
(208) 515 – 0465

## Contractor Information

iProtect Home Security  
Authorized Alarm.com Dealer  
Nampa Idaho 83687  
(707) 490-7557

*Ask him where he is on  
making second payment?*

## Scope of Work

**Video Surveillance** – Installation of 16 Commercial Grade IP Surveillance Cameras covering building(s) discussed in walk through. Camera capabilities: 30 days of cloud based storage, night vision, high resolution footage, weather proof, online live viewing and monitoring with video management software.

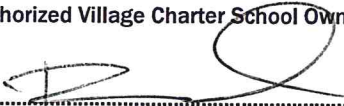
**Self Monitored Security System** – Installation of 2Gig GC3 Security system powered by Alarm.com. The system enables user notification, system alerts, and management via web enabled device or cellular phone. Includes programming and installation of 1 security panel, 10 Key Fob system controllers, 30 motion detectors, 10 door/window contacts, and a cellular GSM module to allow signal carry via Alarm.com

## Company Proposal

We, iProtect Home Security, propose the above scope of work to be completed in full for no less than the proposed amount of \$8,200.00 The estimated installation and programming period is 14 days. On sight user training and systems service will be administered or available for exactly 36 months from the completed time of installation at no additional charge. System hardware replacement will not be covered by installer free of charge. Equipment wear and tear will be covered by manufacturer warranty only.

We also propose the above systems signal carry and video storage management be sustained by and monitored by iProtect Home Security Database as an authorized Alarm.com dealer. The monthly recurring cost of sustaining the video storage for 30 days is \$11.00 per camera. The monthly signal carry for the 2Gig Security System is \$24.98 per month. The total for both systems operation is \$200.98 per month. (This price is based off of the assumption the cameras will be uploading off of the schools internet network.)

### Authorized Village Charter School Owner Acceptance

I,  accept the above scope of work to be completed by iProtect Home Security by Aug 1, 2017 for the total installation cost of \$8,200.00 and systems monthly recurring cost of \$200.98 per month.