Service Contracts Summer 2019

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Achieve 3000



Quote ID: Q-03507

Contract Period: 8/01/2019 - 6/30/2020

Quote Date: 1/09/2019 Valid Until: 6/30/2019

Client Information

Account Name	
Twin Falls School District 411	
Address	Client
201 Main Ave Twin Falls, ID 83301-6197 Phone: 208-733-6900	L.T. Erickson Email: ericksonle@tfsd.org Phone: (208) 733-6900

Achieve3000 is pleased to continue partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

	Total Licenses Purchased			
Participating Schools	Program	19-20		
Magic Valley High School	Literacy	250		
Twin Falls Senior High School	Literacy	375		
Canyon Ridge High School	Literacy	500		
Twin Falls Special Programs	Literacy	125		

Product	Cost	Qty	Total
Achieve3000's Pro Differentiated Literacy Solution: up to 125 students. (NP-LIT)	\$5,225.00 per site	1.00	\$5,225.00
Achieve3000's Pro Differentiated Literacy Solution: up to 250 students. (NP-LIT)	\$10,075.00 per site	1.00	\$10,075.00
Achieve3000's Pro Differentiated Literacy Solution: up to 375 students. (NP-LIT)	\$13,225.00 per site	1.00	\$13,225.00

Product			1. V 1			Cost		Qty	Total
Achieve3000's I students. (NP-LIT)	Pro Differe	ntiated Lite	eracy S	olution: up	to 500	\$16,475 per site	.00	1.00	\$16,475.00
Professional Development Services (PDI)				\$2,695.00 per session		2.00	\$5,390.00		
Subtotal						· · · · · · · · · · · · · · · · · · ·	:	7.17.5	\$50,390.00
Order Total					· · · ·	11.			\$50,390.00

See Next Page for Quote Acceptance

Alice Training Institute



ALICE TRAINING INSTITUTE - ORDER FORM

Customer:

Twin Fails School District

Ryan Bowman

bowmanry@tfsd.org

Q-01496

Proposal No: Proposal Expires: Proposal By:

2/14/2019 Matt Blotevogel

Email:

mblotevogel@alicetraining.com

Opp Number:

117452

Term:

The 36 month term for subscription Services begins on 7/1/2019 and ends on 6/29/2022.

Payment:

Invoiced Annually - Net 15

SUBSCRIPTION SERVICES

item	Description	Quantity	Price
1000	Elearning Users (K12)	1,080	\$12,322.80
1200	Elearning Support & Maintenance	1	\$750.00

Annual Subscription Price:

\$13,072.80

TOTAL SUBSCRIPTION PRICE OVER TERM:

\$39,218.40

PROFESSIONAL SERVICES

Item	Description	Quantity	Price
4000	The ALICE Organizational Certification program helps mitigate legal and financial risk by ensuring your violent intruder response plan complies with Federal and State guidelines. A comprehensive document set includes customizable policy templates, implementation best practices, and program roll-out plans.	1	\$0.00
852	ALICE Contract 2 Day	1	\$16,000.00
706	Travel and Lodging Expenses	1	\$2,000.00

TOTAL PROFESSIONAL SERVICES PRICE:

\$18,000.00

TOTAL CONTRACT PRICE OVER TERM:

\$57,218.40

Accurate Sales Tax will be added when applicable.

Proposal No: Q-01496



ON-SITE TRAINING DETAILS

Requested Date(s):

2099-06-30

Location: Twin Falls School District

Max Class Attendees:

50 50

201 Main Ave W

Max Scenario Attendees:

Twin Falls, ID 83301

Note: Due to increased demand, Requested Date(s) are not guaranteed unless this Agreement is countersigned by ATI and returned to You. Requested Date(s) will be awarded on a first come, first serve basis and are subject to availability.

SOW011

This training will create ALICE Certified Instructors (ACI) who will serve as the Violent Intruder Response subjectmatter domain person(s) for the organization. ACI's will conduct all hands-on training (demonstrations, practical scenarios, and evaluation drills) that complement and enhance the response options, strategies, and concepts learned in the ALICE e-Learning.

Demonstrations provide visual examples of strategic techniques and physical recommendations, and show how they achieve the desired objective and benefit.

Practical scenarios allow the learners to practice both decision-making and physical exercises, building muscle memory and making quicker, proper response choices probable. This is very important component for increasing survivability.

Evaluation drills are announced events that make building occupants respond to provided stimulus. Their choices and responses are observed by the ACI's in order to evaluate the learning conducted through the e-Learning, demonstrations, and practical scenarios.

ACI's will also have access to ATI-provided templates and recommendations that will assist in the enterprise rollout of the new plan, policy, and procedures. ACI's will assist Executive Level, HR, Security, and other related staff in establishing guidelines, timelines, documentation, presentations, and all other requirements need for ALICE Implementation.

Proposal No: Q-01496

Cole Education

THIS AGREEMENT is effective as of JANUARY 15, 2019 by and between Bickel Elementary School of Twin Falls School District No. 411, located in Twin Falls, Idaho, (the "DISTRICT") and Cole Educational Consulting, 389 Canoe Gulch Road, Libby, MT 59923 (the "CONSULTANT").

BACKGROUND

- 1. Consultant has expertise in effective evidence-based reading instructional practices and how they relate to McGraw-Hill Reading Wonders, Open Court Reading, and the Common Core Standards (CCS) ("Field"). In particular, the Field includes, but is not limited to, grades K-5 training in the area literacy, as connected to evidence-based reading and writing instruction and intervention, with a specific focus on use of explicit routines to support foundational reading skills. Effective coaching routines to support teachers in the classroom may also be addressed. DISTRICT has an interest in the Field.
- 2. DISTRICT desires to obtain services of CONSULTANT, and CONSULTANT wishes to provide such services in the Field.
- 3. Agreed upon consulting dates between CONSULTANT and DISTRICT are as follows:
 - February 19-20, 2019
 - March 18-20, 2019
 - April 8-10, 2019
 - May 6-8, 2019

For a total of eleven (11) consulting days.

SERVICES AND PAYMENT

4. Cost of Services. DISTRICT will pay CONSULTANT a flat fee of \$2200.00 per day, in accordance with the consulting services performed under this Agreement. CONSULTANT'S invoices for the services rendered pursuant to this Agreement will be sent to KELLI SCHROEDER of BICKEL ELEMENTARY SCHOOL, after completion of services. Payments shall be made to CONSULTANT within forty-five (45) days of KELLI SCHROEDER'S receipt of such invoices.

CONTRACT FOR CONSULTING SERVICES
PAGE 1 OF 4

5. Additional Expenses. In addition to the \$2200.00 per day per consultant flat-fee rate, DISTRICT shall be responsible for all copying to provide services. CONSULTANT shall email any documents requiring copies to be made for the training to KELLI SCHROEDER a minimum of one week prior to agreed upon consulting date. DISTRICT is then responsible for providing specified copies for training purposes.

CONFIDENTIAL INFORMATION

6. DISTRICT shall disclose confidential information to CONSULTANT directly or indirectly, with or without notice of its confidential nature. Accordingly, CONSULTANT agrees to hold all information disclosed to DISTRICT in confidence and neither disclose the same to other nor use the same for any purpose other than as provided herein. Upon end of agreement, CONSULTANT agrees to destroy all confidential written information supplied to DISTRICT or generated by CONSULTANT on behalf of DISTRICT.

OTHER PROVISIONS

- 7. In performing Services for DISTRICT pursuant to this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor to DISTRICT and not as an employee of DISTRICT Accordingly, although DISTRICT may specify the general nature of the work to be performed and the goals to be met, the details of performing such work and meeting such goals shall be determined by CONSULTANT.
- 8. The term of this Agreement shall be from the Effective Date until JULY 1, 2019 or until all invoices are paid in full.
- 9. Either party may terminate this Agreement upon not less than thirty (30) days prior written notice delivered to the other. If the agreement is terminated by either party, CONSULTANT will present DISTRICT with a statement of account showing all fees paid to that time. If work performed exceeds fees paid to date, DISTRICT shall pay CONSULTANT for such work at the rate of \$2200.00 per day per consultant, as outlined in paragraph 4. If fees paid exceed work performed to date, CONSULTANT shall return all unearned fees to DISTRICT.
 - If agreement is terminated in less than thirty (30) days prior written notice, **DISTRICT** shall pay **CONSULTANT** for such work at rate of \$2200.00 per day per consultant as outlined in paragraph 4, as well as one thousand (\$1,000) dollar termination fee for each day of training terminated.
- 10. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction invalidate or otherwise affect any provision of this Agreement, the provision or provisions so affected shall be conformed automatically and to the extent possible to the law or determination in question, and in all events the remaining provisions of this Agreement shall continue in full force and effect.

CONTRACT FOR CONSULTING SERVICES
PAGE 2 OF 4

11. Any amendment or modification to this Agreement shall be valid only in writing and signed by both parties. Any notice, request, demand or other communication hereunder shall be in writing and shall be deemed to be duly given when personally delivered to CONSULTANT or to DISTRICT, as the case may be, or three days after deposit in the United States Mail with postage prepaid addressed:

If to **DISTRICT:**Bickel Elementary School
607 2nd Ave. East
Twin Falls, ID 83301
ATTN: Kelli Schroeder

If to CONSULTANT:
Cole Educational Consulting
389 Canoe Gulch Rd.
Libby, MT 59923
ATTN: Carrie Cole

or to such other address as either party may specify by notice to the other as provided in this Paragraph.

Notices may also be made by personal delivery, by certified or registered mail, return receipt requested, or by reputable international overnight courier and shall be deemed given upon actual receipt, or two (2) days after being sent by reputable international courier service delivery fees prepaid.

- 12. This Agreement constitutes the entire agreement between the parties respecting the Services expected to be rendered by DISTRICT to CONSULTANT, and there are no representations, warranties or commitments which may be relied upon by either party except as specifically set forth in this Agreement. This Agreement supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between CONSULTANT and DISTRICT, whether oral or written. This Agreement may be amended only by an instrument in writing executed by the parties hereto. DISTRICT expressly acknowledges that DISTRICT has read the terms of this Agreement, has had the opportunity to discuss those terms with his own legal counsel, and understands that this is a legally binding contract.
- 13. This agreement is personal to CONSULTANT and shall not be assigned.
- **14.** This agreement will be governed by the laws of the State of **MONTANA**, and, to the extent applicable, the laws of the United States of America, without regard to the place this Agreement is to be performed or where this Agreement was made.
- 15. In the event of a dispute, the parties agree to mediate in good faith before a neutral third party agreeable to both parties prior to instituting any legal action other than injunctive relief.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above by **CONSULTANT.**

CONTRACT FOR CONSULTING SERVICES

CONSULTANT:

Carrie L. Cole

President, Cole Educational Consulting

Signature

1/18/2019

Date

DISTRICT:

Signature

Kelli Schroeder

Name (please print)

Principo

January 16,2019

CONTRACT FOR CONSULTING SERVICES
PAGE 4 OF 4

Curriculum Associates LLC

Curriculum Associates LLC

Twin Falls School District 411 Rachel Jensen 201 Main Ave W

Twin Falls ID, 83301 jensenra@tfsd.org (208) 733-6900

Attention 10

12/19/2018

Dear Rachel Jensen,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 168072.1 Valid for 90 Days

Product: Amount

Professional Development \$2,000.00

Shipping/Tax/Other \$0.00

Total: \$2,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Vikki Lange (208) 297-9000 vlange@cainc.com

Please submit this quote with your purchase order.

Page 1 of 3

Curriculum Associates LLC

153 Rangeway Rd • N. Billerica, MA 01862-2013 Phone: 801-717-0739 • Fax: 800-506-5805 Email: ReadyldahoOrders@cainc.com

Prepared For Rachel Jensen Twin Falls School District 411 201 Main Ave W Twin Falls, ID 83301 jensenra@tfsd.org (208) 733-6900

Price Quote

Quote Date: 12/19/2018 • Valid for 90 Days Quote ID: 168072.1

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total (min: \$12.99)

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

CA Representative

Vikki Lange vlange@cainc.com (208) 297-9000

Created by: VIKKI LANGE Modified by: VIKKI LANGE

Please submit this quote with your purchase order

Item #		Product Nam	ne		Qty	Net Price	Total
RS16954.0	i-Ready Diagnostic and It	nstruction Prof Dev On Sit		ssion (up to 6	1	\$2,000.00	\$2,000.00
	hrs)				· · · · · · · · · · · · · · · · · · ·	42 ,000,00	4-,0-5
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. .		and take			r/Credit		\$0.0
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			ted Tax		\$0.0
			:	Estimated			\$0.0
			· · · · · · · · · · · · · · · · · · ·		Total		\$2,000.0

Curriculum Associates LLC

Placing an Order

Please attach quote to all signed purchase orders.

1) Email: ReadyldahoOrders@cainc.com

2) Fax: 1-800-506-5805

Please visit <u>www,curriculumassociates.com</u> for more information about placing orders or contact your local CA Representative and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order				
\$999.99 and less	12% with \$12.99 minimum freight charge				
\$1,000 to \$4,999.99	10%				
\$5,000 to \$99,999.99	8%				
\$100,000 and more	6%				

Please contact your local CA Representative for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows.

- With credit approval: Net 30 days
- · Without credit approval: Payment in full at time of order
- · Accounts must be current before subsequent shipments are made

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at http://www.i-ready.com/support/.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits.

For more information about the return policy, please visit https://www.curriculumassociates.com/Support/Shipping-and-Returns.

Eagle Financial LLC Lease Agreement

LEASE AGREEMENT

This Lease Agreement (the "Lease") is executed Anni 9, 2019 and effective as of May 1, 2019 (the "Commencement Date") by and among Eagle Financial, LLC, an Idaho limited liability company (the "Landlord"), and School District No. 411, Twin Falls County, State of Idaho, a body corporate and politic of the State of Idaho whose address is 201 Main Avenue West, Twin Falls, ID 83301 (the "Tenant").

For and in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

- 1. Premises. Commencing effective as of the Commencement Date (as such term is defined below), the Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord approximately 15,500 square feet of commercial warehouse space, as shown on Exhibit A hereto, located at 621 Washington St. South, Twin Falls, ID 83301, within a much larger space consisting of approximately 150,000 square feet (which larger space the Tenant is not leasing), together with up to 15 non-exclusive parking spaces in the parking lot shared with other occupants of the real property (the "Premises"), and excluding any other exclusive access to any exterior space.
- 2. Disclaimer of Warranties. The Tenant agrees that it has selected the Premises based upon its own independent judgment and disclaims any reliance upon any statements or representations made by the Landlord. THE LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES OR THE PROPERTY UPON WHICH IT IS LOCATED, WHETHER EXPRESSED OR IMPLIED, AND LANDLOD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES. The Landlord renders the Premises to the Tenant "AS IS," "WHERE IS," and "WITH ALL FAULTS." In particular, the Tenant has performed its own inspection and analysis of the Premises, which, not by way of representation of the Landlord, the Tenant acknowledges is currently in a state of partial demolition (currently there are several bathrooms with plumbing removed, other interior spaces and doors are welded shut). The Tenant agrees to make the rental and other payments required hereunder without regard to the condition of the Premises and to look only to persons other than the Landlord should any part of Premises for any reason be defective.

3. Term.

- 3.1. <u>Commencement.</u> The term of the Lease of the Premises shall commence effective as of the Commencement Date. Rent shall thereafter be due regardless of the Tenant's completion of any Improvements (as defined below) or actual possession of the Premises.
- 3.2. <u>Termination</u>. Unless earlier terminated in accordance with the terms hereof, the initial term of this Lease shall continue until April 30, 2024.
- 3.3. Renewal Option. Provided that the Tenant is not in default hereunder beyond any applicable notice and cure periods, the Tenant shall have the right and option to renew this Lease for one (1) additional ten (10) year option period (the "Extension Period") with Rent (as such CJON-002 / Lease Agreement TFSD

term is defined below) continuing to increase annually as provided below. In the event the Tenant desires to exercise such option to renew, the Tenant shall provide the Landlord with written notice of its exercise of such option at least one hundred eighty (180) days prior to the expiration of the current term.

- 3.4. <u>Cancellation Option</u>. Provided that the Tenant is not in default hereunder beyond any applicable notice and cure periods, the Tenant shall have the right and option to cancel this Lease upon the following conditions: (i) providing one hundred eighty (180) days' written notice to the Landlord of its intent to terminate and indicating the termination date at least one hundred eighty days from the date of such notice; (ii) payment of all Rent due under this Agreement through the termination date; and (iii) payment of a termination fee equal to six (6) months' Rent, at the then-current rate, on or before the termination date. The Lease shall not be considered to have terminated until the Tenant has provided the appropriate notice, cured any breach of this Lease (including payment of any outstanding Rent) and paid the required termination fee.
- 4. Rent. During the term of this Lease, the Tenant shall pay to the Landlord rent at the Landlord's address described in Section 27.3 as follows:
- 4.1. <u>Basic Rent</u>. During the term hereof, the Tenant shall pay the Landlord a monthly basic rent equal to \$0.40/sf per month. For purposes of calculating Rent, the parties agree that the Tenant shall occupy 15,500 square feet. Accordingly Rent hereunder shall initially be set at Six Thousand Two Hundred and No/100ths Dollars (\$6,200.00) per month ("Basic Rent"). Basic Rent shall be paid in advance, on or before the first day of the month, for each month during the term hereof. Basic Rent shall be paid without any prior demand and without any deductions or setoff. Basic Rent for any partial month shall be prorated at the rate of 1/30 of the monthly rent for each day. Basic Rent shall increase each year from its then established amount at the rate of 2.0% per year on each anniversary of the Commencement Date. Such rental increases shall continue through any Renewal Term hereof. By way of illustration, Basic Rent during the first year of this Lease shall be \$6,200.00. In years 2, 3 and 4, the Basic Rent shall increase to \$6,324.00, \$6,450.48 and \$6,579.49, respectively, and so on each year thereafter.
- 4.2. Additional Rent. In addition to the Basic Rent, Tenant shall pay the following items as Additional Rent within thirty (30) days of receipt of an invoice relating thereto (the "Additional Rent," and together with the Basic Rent, the "Rent") without deductions or setoff:
- (a). Reimbursement of all amounts, costs and expenses incurred by the Landlord with respect to Tenant Responsibilities (as such term is defined below).
- 4.3. <u>Late Payments</u>. Any Rent not paid within ten (10) days of the date due shall accrue interest at the rate of eighteen percent (18.0%) per annum from the date due until paid.

5. Triple Net Lease.

5.1. <u>Tenant Responsibilities</u>. The parties acknowledge and agree that this Lease shall be a true triple net lease, such that the Tenant will be solely responsible for all costs of taxes, maintenance, repair, management, operation and upkeep of the Premises not made the specific

responsibility of the Landlord herein (collectively, the "Tenant Responsibilities") including without limitation the following:

- (a). Payment when due of all utilities and services consumed at the Premises, including without limitation charges for data services, water, sewer, gas, electricity and trash removal service/dumpster rental;
 - (b). Maintenance of insurance in accordance with Section 13.1 hereof;
- (c). Repair and maintenance of the Premises, for any damage and/or wear and tear caused by the Tenant or as a result of the Tenant's occupation of the Premises;
 - (d). Janitorial services at the Premises;
 - (e). Snow and ice removal with respect to the Premises;
- (f). Replacement and repair of lighting fixtures, light bulbs, tubes and glass at the Premises;
- (g). Reimbursement of Landlord for all amounts paid by Landlord for property damage insurance, property taxes or other assessments made against the Premises;
- (h). Tenant's share of common area costs and maintenance which shall be shared among neighboring tenants pro rata in proportion to their occupied square footage; and
- (i). At all times maintaining the Premises in a neat, clean and orderly condition, and repair.
- 5.2. <u>Landlord Responsibility</u>. The Landlord shall be responsible for the following (collectively, the "Landlord Responsibilities"):
- (a). Maintenance of property damage insurance in accordance with Section 13.2 hereof, subject to reimbursement by the Tenant;
- (b). Payment when due of all property taxes and assessments with respect to the Premises, subject to reimbursement by the Tenant; and
- (c). Maintenance of the roof, foundation and exterior walls of the Premises, to the extent any damage is not caused by Tenant as described in Section 5.1(c).

6. <u>Use</u>,

6.1. Offices and Storage. The Premises shall be used solely as commercial office and/or warehouse/storage space for the Tenant's personal property and equipment and uses reasonably incident thereto. The Tenant shall not permit the Premises, or any part thereof, to be used for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant shall not store any flammable or combustible

materials on the Premises without prior written consent of the Landlord.

- 6.2. <u>Hazardous Waste</u>. The Tenant shall not permit any hazardous waste, toxic substance or related material to be located upon or generated, stored, transported to or from, disposed of or used on or within the Premises, including without limitation substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (42 U.S.C. § 9601, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.); any similar act or law of the State of Idaho; or any regulations promulgated pursuant to any such laws.
- 6.3. <u>Compliance with Law</u>. The Tenant shall not use the Premises or permit anything to be done in or about the Premises which would in any way conflict with any applicable law, regulation or ordinance.

7. Alterations and Improvements.

- 7.1. General. The Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, undertake or permit any construction, alteration, addition or improvement (collectively, "Improvements") in, on or about the Premises. Prior to commencement of any Improvements, the Tenant shall provide to the Landlord copies of the plans and specifications for such Improvements (collectively, the "Plans and Specifications"). The Tenant covenants that any and all Improvements shall be made in a workmanlike manner, in accordance with the approved Plans and Specifications, and in compliance with all applicable federal, state and municipal laws and regulations. All Improvements must be completed after the Commencement Date but prior to physical occupancy by the Tenant.
- 7.2. <u>Termination of Lease</u>. All authorized Improvements shall remain on and be surrendered with the Premises on termination of the Lease. At Landlord's option, the Tenant shall be required to remove any unauthorized Improvements on termination of the Lease. The Tenant shall repair any damage to the Premises caused by such removal.
- 8. <u>Liens</u>. The Tenant shall keep the Premises free from any and all liens or encumbrances arising out of work performed, materials furnished or obligations incurred by or on behalf of the Tenant or its employees, agents, invitees or licensees, and the Tenant shall indemnify, hold harmless and defend the Landlord Indemnified Parties (as such term is defined below) from and against the same.

9. Assignments and Subleases.

9.1. Assignment and Subleases by Tenant. Any sublease or assignment of the Premises by the Tenant without the prior express written consent of the Landlord, which consent shall not be unreasonably withheld (in the case of a sublease), shall be null and void. For the avoidance of doubt, the Landlord may withhold its consent if it reasonably determines that such assignee or subtenant does not have the same financial condition or ability to perform as the Tenant. Any Landlord consent shall not be deemed a consent to future subleases or assignments, which consents are hereby expressly reserved.

- 9.2. <u>Assignment by Landlord</u>. The Landlord may assign the right to receive Rent and other payments hereunder by providing the Tenant with written notice of such assignment.
- 10. <u>Personal Property.</u> All personal property of the Tenant shall be at the risk of the Tenant. The Tenant may remove its personal property at any time, provided that the Tenant shall repair any damage to the Premises caused by such removal or original installation thereof.
- 11. <u>Eminent Domain</u>. If at least twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party shall have the right, at its option, to terminate this Lease within sixty (60) days of the date of such taking or appropriation by providing written notice thereof to the other party. If either (a) less than twenty-five percent (25%) percent of the Premises is taken or appropriated or (b) neither party elects to terminate as herein provided, the Basic Rent shall thereafter be equitably reduced to reflect the amount so taken or appropriated. Following any taking or appropriation, the Landlord shall be entitled to any and all income, rent, award, or any interest therein which may be paid or made in connection with any such taking or appropriation, and the Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or use of the portion of the Premises taken or appropriated. Nothing contained herein shall prevent the Tenant from seeking from the public or quasi-public authority a separate award for any personal property appropriated as well as moving expenses in the event of termination.

12. <u>Damage or Destruction</u>.

- 12.1. Damage Covered by Insurance. If the Premises is damaged or destroyed by fire or other peril covered by hazard insurance, the Landlord shall (contingent only upon receipt of insurance proceeds) repair and reconstruct the Premises to be in substantially the same condition as its condition prior to said damage or destruction; provided, however, that if the cost of repairing or reconstructing the Premises to the condition and form prior to the damage or destruction is equal to or in excess of seventy-five percent (75%) of the full replacement cost of the Premises, the Landlord may, at its sole option, elect to terminate the Lease by providing Tenant with written notice of such termination within thirty (30) days after the date of such damage or destruction, which notice shall specify a termination date not less than thirty (30) days after the giving of such notice. In connection with any such repair and reconstruction, the Landlord and the Tenant shall immediately execute any and all documents necessary to make available to the Landlord all proceeds of such insurance, subject to the claims of any mortgagee or beneficiary of a deed of trust. In such event, this Lease shall remain in full force and effect and the rental payable hereunder shall not abate during such repair and restoration, except for space which is not usable to Tenant (in accordance with Section 6.1) during the repair.
- 12.2. <u>Damage Not Covered by Insurance</u>. If the Premises is damaged or destroyed by fire or other peril not covered by hazard insurance, Landlord may, at its sole option, (i) commence repair and reconstruction of the Premises, in which event this Lease shall continue in full force and effect and the rental payable hereunder shall not abate during such repair and restoration, except for space which is not usable to Tenant (in accordance with Section 6.1) during the repair, or (ii) elect to terminate the Lease by providing Tenant with written notice of such termination within thirty (30) days after the date of such damage or destruction, which

notice shall specify a termination date not less than thirty (30) days after the giving of such notice. If the cause of the fire or other peril is the negligence of the Tenant or the Tenant's employees, agents, licensees or invitees, the Tenant shall be responsible for the costs of any repairs and reconstruction.

- 12.3. Damage in Last Six Months. Notwithstanding anything to the contrary contained in this Section 12, the Landlord shall have no obligation to repair or reconstruct the Premises when damage resulting from any casualty referenced in this Section 12 occurs during the last six (6) months of the term of this Lease or the extension thereof. In the event the Landlord elects not to undertake repairs or reconstruction in accordance with this Section 12.3, the Landlord shall terminate this Lease by providing the Tenant with written notice of such termination within thirty (30) days after the date of such damage or destruction, which notice shall specify a termination date not less than thirty (30) days after the giving of such notice. Upon Tenant's receipt of Landlord's written notice of termination in accordance with this Section 12.3, the rent payable hereunder shall abate for all space which is not usable to Tenant (in accordance with Section 6.1) beginning on the date the damage occurred until termination of this Lease.
- 12.4. No Repair of Unauthorized Tenant Improvements. Notwithstanding anything to the contrary contained in this Section 12, the Landlord shall have no obligation to repair or reconstruct any unauthorized Improvements or any panels, decoration, office fixtures, railings, floor coverings, partitions or any other property, including personal property, installed or placed in the Premises by the Tenant without Landlord's prior written consent.
- 12.5. No Compensation for Loss of Use. Notwithstanding anything to the contrary contained in this Section 12, the Tenant shall not be entitled to any compensation or damages from the Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, annoyance or lost profits in connection with any damage, destruction, repair or reconstruction referenced in this Section 12, unless such damage, destruction, repair or reconstruction is due to the negligence of Landlord, Landlord's employees, agents, licensees or invitees (other than the Tenant).
- 12.6. <u>Timeliness of Repair</u>. In the event the Landlord elects to repair or reconstruct the Premises, but is unable to substantially complete such repairs or reconstruction within ninety (90) days of the date of damage or destruction, the Tenant may terminate this Lease by providing thirty (30) days' written notice of termination to the Landlord, which notice of termination must be provided, if at all, within one hundred twenty (120) days of the date of damage or destruction.
- 12.7. <u>Damage or Destruction Caused by Tenant</u>. Notwithstanding anything to the contrary contained in this Section 12, Basic Rent shall not abate for all or any portion of the Premises rendered unusable from damage or destruction resulting from the actions or omissions of Tenant or its agents, employees, guests and invitees.

13. Insurance.

13.1. Tenant. The Tenant shall carry and maintain in full force and effect during the term of this Lease (i) comprehensive general liability insurance with respect to the Premises (including without limitation coverage for personal injury and death) in an amount not less than

\$1,000,000 per occurrence and (ii) workers' compensation insurance in the amounts required by law. Said general liability insurance shall be placed with an insurance company licensed to do business in Idaho with a Best's rating of "A-" or better, and shall insure against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. The Landlord and any mortgagee of the Premises shall be named as additional insureds on such general liability policies. The Tenant shall provide the Landlord and any such mortgagee with certificates evidencing such general liability insurance. For the avoidance of doubt, the Tenant shall also be solely responsible for insuring its personal property, including without limitation any trade fixtures located on the Premises.

- 13.2. Landlord. The Landlord shall carry and maintain in full force and effect during the term of this Lease real property damage insurance with respect to the Premises insuring the replacement thereof; provided, however, that the Tenant shall be responsible for reimbursing the Landlord for the premium of such insurance, which the parties agree that the Tenant shall pay in accordance with Section 5.2. Upon request, the Landlord covenants and agrees to provide the Tenant with a copy of any such insurance policy or policies for its review.
- 14. Parking: Common Areas. The Lease shall also include reasonable access to and use by the Tenant of shared parking (up to 15 spaces) and common areas (collectively, the "Common Areas"). The Tenant hereby acknowledges and agrees that all such access and use of such Common Areas shall be non-exclusive and is subject to the rules and regulations which may be imposed by the Landiord. The Tenant agrees that it shall not obstruct the use of the Common Areas by Landlord or Landiord's employees, tenants, guests or invitees. Tenant shall be responsible for any damage to the Common Areas caused by any act or negligence of the Tenant, the Tenant's employees, guests, invitees and customers, and it shall keep the same in a neat, clean and orderly condition.
- 15. Indemnification. The Tenant shall indemnify, defend, protect, and hold harmless the Landlord, its members, managers, officers, agents and employees (collectively, the "Landlord Indemnified Parties") from and against any lien, encumbrance, claim, action, damage or other loss, including without limitation attorneys' fees and expenses of such Landlord Indemnified Party's choosing, in connection with (i) the possession or use of the Premises by the Tenant, the Tenant's employees, agents, licensees or invitees, (ii) the negligence of the Tenant or the Tenant's employees, agents, licensees or invitees in connection with the Lease or (iii) any breach of a representation, warranty or covenant by the Tenant set forth in this Lease. The Landlord shall indemnify, defend, protect, and hold harmless the Tenant from and against any claim, action, damage or other loss, incurred by the Tenant as a result of the breach of any representation, warranty or covenant of the Landlord set for in this Lease.

Default.

- 16.1. <u>Default by Tenant</u>. The Tenant shall be in default under the Lease upon the occurrence of any of the following:
- (a). The Tenant fails to pay Rent within ten (10) days of when due, as set forth in Section 4;

- (b). The Tenant abandons the Premises;
- (c). The Tenant fails to perform any of the other covenants or agreements contained in the Lease within a reasonable time, but in no event later than thirty (30) days after written notice by the Landlord to the Tenant specifying such claimed default; provided, however, that if the nature of the Tenant's obligation is such that more than thirty (30) days are required for performance, then the Tenant shall not be in default under the Lease if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion;
- (d). The subjection of any of the Tenant's rights or interests under this Lease to attachment, execution or other levy, or to seizure under legal process, if not released within thirty (30) days; or
- (e). An assignment by the Tenant for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against the Tenant under any law for the purpose of adjudicating Tenant as bankrupt, or for extending time for payment, adjustment or satisfaction of the Tenant's liabilities, or the reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency of the Tenant; unless the assignment or proceedings, and all orders, adjudications, custodies and supervision are dismissed, vacated or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing or other initial event.
- 16.2. <u>Default by Landlord</u>. The Landlord shall be in default under the Lease if it fails to perform any covenant or agreement contained in the Lease within a reasonable time, but in no event later than thirty (30) days after written notice by the Tenant to the Landlord specifying such claimed default; *provided, however*, that if the nature of the Landlord's obligation is such that more than thirty (30) days are required for performance, then the Landlord shall not be in default under the Lease if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

17. Remedies.

- 17.1. Remedies by Landlord. Upon the occurrence of an event of default under the Lease by the Tenant, the Landlord, in its sole discretion, may exercise any rights or remedies provided by law or equity. The parties acknowledge and agree that in the event the Landlord elects to terminate the Tenant's right to possession of the Premises in accordance with the terms of this Lease, the Landlord's damages shall include without limitation lost Rent then owing and thereafter accruing (which may be accelerated at the option of the Landlord) throughout the remainder of the term hereof (including any Extension Period, if applicable), the cost of recovering possession, necessary repairs, and attorneys' fees and expenses related thereto.
- 17.2. <u>Remedies by Tenant</u>. Upon the occurrence of an event of default under the Lease by the Landlord, the Tenant, in its sole discretion, may exercise any rights or remedies provided by law or equity.
- 17.3. <u>Remedies Cumulative</u>. Any and all rights and remedies which either party may have under the Lease or by operation of law or equity, shall be distinct, separate and cumulative CON-002/Lease Agreement TFSD

and shall not be deemed inconsistent with each other.

- 18. Access by Landlord. The Landlord shall have access to the Premises at reasonable times, upon reasonable notice to the Tenant and to the extent reasonably possible accompanied by the Tenant or its agent, for any purpose relating to the inspection, marketing, repair, improvement, cure and ownership of the Premises. The Landlord shall use its reasonable efforts to minimize any interference with the conduct of the Tenant's business as a result of such access. The Landlord may place "for rent" signs at the Premises during the six (6) month period prior to the termination of the Lease. In addition, the parties acknowledge and agree that the Tenant's lease, use and possession of the parking lot shall be nonexclusive.
- 19. <u>Maintenance and Repair</u>. The Tenant shall at its own expense keep the Premises in good condition and repair, and shall at its expense provide all other necessary repairs to the Premises not made the specific responsibility of the Landlord under Section 5.2 hereof.
- 20. <u>Vacating the Premises</u>. Upon the expiration or earlier termination of the Lease, the Tenant shall surrender the Premises in substantially the same condition as received or thereafter placed with the Landlord's approval, broom cleaned and ordinary wear and tear excepted. The Tenant, at its own expense, shall repair any damage to the Premises caused by or in connection with the removal of any articles of Tenant's personal property, including without limitation repairing floors and patching and painting walls where required by the Landlord to the Landlord's reasonable satisfaction.
- 21. <u>Estoppel Certificates</u>. At any time and from time to time, within fifteen (15) days after notice of request by the Landlord, the Tenant shall execute, acknowledge and deliver to the Landlord, or to such other recipients as the notice shall direct, a statement certifying that the Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and other charges have been paid in advance, and any other information relating to the status of the Lease requested by Landlord.
- 22. Quiet Enjoyment. So long as the Tenant is not in default under the terms of the Lease, and subject to the shared use of the Premises as outlined herein, the Landlord warrants and covenants that, during the term of the Lease and subject to the provisions hereof, the Tenant shall have the exclusive right and possession and the quiet enjoyment of the Premises and shall have, hold and enjoy the Premises without interference.
- 23. <u>Subordination</u>. At the option of the Landlord, the Lease shall be subordinate to the lien of any mortgage, deed of trust, debenture or other encumbrance which is or may hereafter be made or created covering the Premises or any property of which the Premises is a part, provided that with respect to any subsequently created mortgage or deed of trust, the mortgagee (or beneficiary under a deed of trust) agrees to recognize the Lease and not disturb the Tenant for so long as Tenant remains in full compliance with the terms hereof. Upon the request of the Tenant, Tenant and Landlord will sign a Memorandum of Lease with respect to the Premises, which Tenant shall record and file with the Twin Falls County Recorder's Office. The Tenant shall, upon the written request of Landlord, make, acknowledge and deliver all instruments requested by Landlord which are necessary to effect such subordination of the Lease.

24. <u>Hold-Over</u>. If the Tenant remains in possession of the Premises or any part thereof after the expiration of the term or any renewal period hereof, such occupancy shall, with the express written consent of the Landlord, constitute a month-to-month tenancy with a Basic Rent equal to the amount of the last monthly Basic Rent multiplied by 1.5, plus all Additional Rent and other charges payable hereunder, and upon all the terms hereof applicable to such a month-to-month tenancy.

Representations and Warranties.

- 25.1. Representations and Warranties of the Landlord. The Landlord represents and warrants as follows as of the date hereof:
- (a). <u>Authorization</u>. The Landlord owns the Premises and has all necessary power and authority to enter into and perform this Lease and to consummate the transactions contemplated hereby.
- (b). <u>No Conflicts</u>. Neither the execution, delivery nor performance of this Lease by the Landlord nor the consummation of the transactions contemplated hereby will result in any material conflict with, breach of, or default under any material contract, agreement or instrument to which the Landlord is a party.
- 25.2. Representations and Warranties of the Tenant. The Tenant represents and warrants as follows as of the date hereof:
- (a). <u>Authorization</u>. The Tenant has all necessary corporate power and authority to enter into and perform this Lease and to consummate the transactions contemplated hereby.
- (b). No Conflicts. To the knowledge of the Tenant, neither the execution, delivery nor performance of this Lease by the Tenant nor the consummation of the transactions contemplated hereby will result in any material conflict with, breach of, or default under any material contract, agreement or instrument to which the Tenant is a party.
- 25.3. <u>Representations and Warranties of Signatories</u>. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the Landlord or the Tenant, as applicable. The Landlord and the Tenant further represent and warrant that this Lease is valid and binding upon said entity in accordance with its terms.
- 25.4. <u>Disclosure</u>. The representations and warranties set forth in this Section 25 are the only representations and warranties upon which the parties are entitled to rely, and do not include any untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.
- 26. <u>Survival of Representations, Warranties and Covenants</u>. All of the representations, warranties and covenants of the Landlord and the Tenant contained herein shall survive and CON-002/Lease Agreement TFSD

continue in full force and effect following the date hereof.

27. Miscellaneous.

- 27.1. <u>Successors and Assigns</u>. This Lease and the rights of the parties hereunder may not be assigned (except in accordance with Section 9 hereof) and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns and the heirs and legal representatives of any individual party hereto.
- 27.2. Entire Agreement: Amendment. This Lease (including any schedules and annexes attached hereto) constitutes the entire agreement and understanding among the Landlord and the Tenant with respect to the subject matter hereof and supersedes all prior and current understandings and agreements, whether written or oral, with respect to the subject matter hereof. This Lease may be modified or amended only by a written instrument executed by Landlord and the Tenant.
- 27.3. Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Lease shall be deemed to be given if given in writing (including facsimile or similar transmission) addressed as provided on the signature page hereto (or at such other address as the addressee shall have specified by notice actually received by the addressor) and if either (a) personally served, (b) actually delivered in fully legible form, to such address (evidenced in the case of a facsimile by receipt of the correct answer back) or (c) in the case of a letter, 48 hours shall have elapsed after the same shall have been deposited in the United States mails, with first-class postage prepaid and registered or certified.
- 27.4. <u>Counterparts</u>. This Lease may be executed in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one instrument.
- 27.5. <u>Interpretation: Severability.</u> The language used in this Lease will be deemed to be the language chosen by the parties to express their mutual intent, and the same shall not be interpreted against any party drafting the same. If any clause or provision of this Lease is held to be illegal, invalid, or unenforceable under present or future laws, then such clause or provision will be severed from this Lease and the Lease will be enforced to the fullest extent permitted by law in a manner that is consistent with the intentions of the parties hereto.
- 27.6. Governing Law. This Lease shall be construed in accordance with the laws of the State of Idaho without regard to its conflict of law rules. Venue for any litigation arising out of this Lease shall be in Twin Falls County, Idaho.
- 27.7. <u>Litigation</u>. The prevailing party in any litigation to enforce or interpret this Lease shall be entitled to recover, in addition to such other relief as may be granted, reasonable attorneys fees and costs.
- 27.8. <u>Representation</u>. Both parties acknowledge and agree that the Landlord has been represented by RandsLaw, PLLC ("RandsLaw") in the negotiation and preparation of this Lease.

This Lease has been drafted by RandsLaw on behalf of the Landlord. The Tenant acknowledges that it is not relying on the above-named firm in any regard and has been encouraged to obtain independent legal counsel prior to execution of this Lease should it so desire. By signing below, the Tenant represents and agrees that it understands the contents hereof and agrees to be bound by the same. Both parties are sophisticated parties in the matters contemplated herein and no provision of this Lease shall be interpreted against the drafter solely by virtue of it being the author thereof.

- 27.9. Exercise of Rights and Remedies. No delay of, or omission in, the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Lease shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.
- 27.10. <u>Time of Essence</u>. The parties hereto agree that time is and shall be, of the essence in each and every term and condition contained herein.
- 27.11. Commencement Date. The parties acknowledge and agree that it is their intent that the transactions set forth herein be effective as of the Commencement Date. Accordingly, in the event such transactions cannot be made effective as of such Commencement Date, for any reason, the parties covenant and agree to perform, or cause to be done and performed, all such additional acts and deeds, and execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all such additional instruments and documents, as may be required to give effect to such intent and the economic and legal effect thereof.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the Commencement Date.

TENANT

SCHOOL DISTRICT NO. 411, TWIN FALLS

COUNTY, STATE OF IDAHO

201 Main Ave. West Twin Falls, ID 83301

By: Brady D. Dickinson

Title: Superwhendent

LANDLORD

510

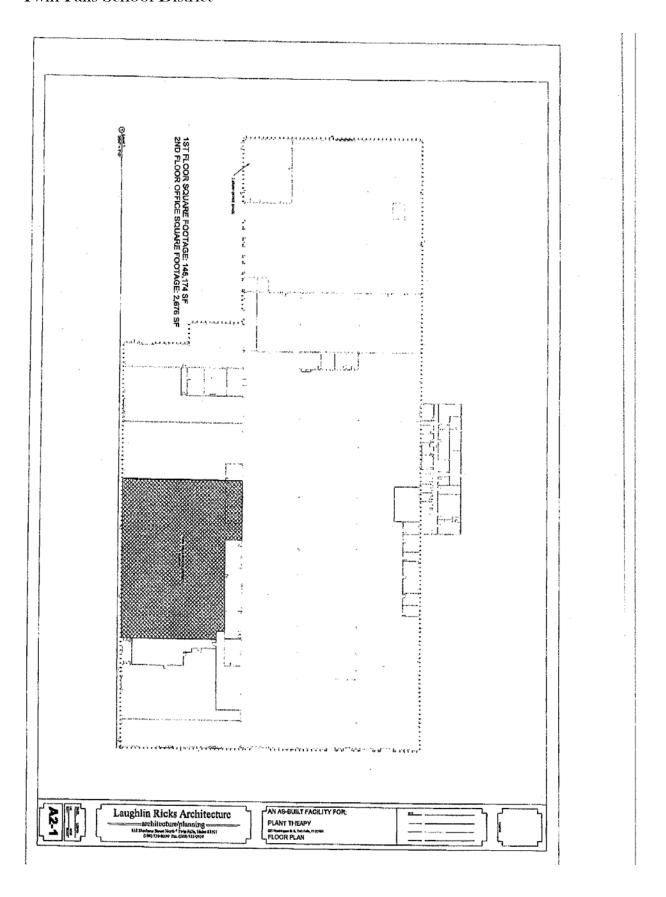
210 2nd Ave. South Twin Falls, ID 83301 EAGLE FINANCIAL, LLC

Name: Chris Jones

Title: Manager

Exhibit A

PREMISES DRAWING [to be attached].



Education Northwest

13

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FIXED PRICE CONTRACT

This is a contract between TWIN FALLS SCHOOL DISTRICT 411 (hereinafter referred to as TFSD), 201 Main Avenue W, Twin Falls, Idaho 83301 and EDUCATION NORTHWEST, 101 SW Main Street, Suite 500, Portland, Oregon 97204, for the performance of work set forth below.

1.0 STATEMENT OF PURPOSE:

1.1 The purpose of this agreement is to create a through-line from the district office to the elementary classroom, ensuring a well-defined, evidence-based approach to literacy instruction to create coherence between literacy leaders (instructional coaches, principals, and district administrators) and teachers, and optimize the use of curricular materials.

2.0 EDUCATION NORTHWEST AGREES TO:

- 2.1 Provide the services under the direction of Steve Underwood. Whenever, for any reason, this individual is unavailable for assignment for the work required under this contract, Education Northwest shall immediately notify the TFSD to that effect and shall replace such person with a person of substantially equal ability and qualifications.
- 2.2 Conduct a series of planning meetings with the director of elementary programs and elementary principals and coaches to lay the groundwork, create goals and develop plans for implementation.
- 2.3 Provide three (3) onsite visits with the district, principals and coaches to provide support and monitor progress.
- 2.4 Participate in planning of district institute to take place August 2019.
- 2.5 Provide coaching and other onsite support for implementation.
- 2.6 Provide one (1) onsite follow-up coaching visit to the district's nine elementary schools to support the literacy leaders in the change process.

3.0 TFSD AGREES TO:

- 3.1 Pay Education Northwest the fixed price of \$151,500 to carry out the scope of work specified in 2.0 above.
- 3.2 Designate and make known to Education Northwest one individual to act as contact person and liaison with Education Northwest.
- 3.3 Provide on-site facilities, staff support and written and visual materials that are necessary for Education Northwest to complete the scope of work specified in 2.0 above.

4.0 GENERAL TERMS AND CONDITIONS:

- 4.1 The period of performance of this agreement shall be from February 15, 2019 to June 30, 2019.
- 4.2 This shall be a fixed price agreement in the amount of \$151,500.

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Payment shall be made to Education Northwest upon satisfactory progress in the scope of work and invoice by Education Northwest. The payment schedule shall be:

Upon signing		\$30,300
On or about	March 31, 2019	\$30,300
On or about	April 30, 2019	\$30,300
On or about	May 31, 2019	\$30,300
On or about	June 30, 2019	\$30,300

Payments shall be sent to:

Education Northwest

Unit 34

P.O. Box 4500

Portland, OR 97208-4500

- 4.3 No alteration or variation of the terms of this contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.
- 4.4 In performing services under this agreement Education Northwest is an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship. Education Northwest agrees that all work will be performed in accordance with the highest professional standards.
- 4.5 All materials produced under the terms of this contract shall become the property of TFSD. TFSD hereby grants Education Northwest a nonexclusive license to use these products in carrying out future educational work with other state and local school districts.
- 4.6 In carrying out the work described in 1.0 above, individually identifiable student records may be shared by TFSD with Education Northwest starting on the effective date of this agreement. Education Northwest agrees to comply with the Family Education Rights and Privacy Act (FERPA) by ensuring that the confidential information obtained in any form will be maintained and transmitted in a secure manner, in compliance with Education Northwest Procedure 303-5, Maintaining Security of Personally Identifiable Student and Family Information. Such data will be used only for the purposes of this agreement as stated in 1.0 above and only by representatives of Education Northwest who need access to fulfill these stated purposes. Education Northwest will not disclose any information in a personally identifiable way and will appropriately dispose of these records within 90 days of the completion of the contract.
- 4.7 The parties hereby agree that no qualified person shall, on the grounds of race, color, creed, national origin, disability, or gender, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this contract. There must be evidence that the contractor is an equal employment opportunity employer as defined by Presidential Executive Orders 11246 (Equal Employment Opportunity) and 13201 (Employee Relations).

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- 4.8 Each party affirms that it will maintain business insurance during the term of this agreement as may be required by federal, state, or local laws.
- 4.9 Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from negligent acts or omissions of itself, its employees, its agents, or its Subcontractors, howsoever caused.
- 4.10 This agreement may be terminated by the mutual, written consent of both parties. Upon termination, Education Northwest shall stop work. Education Northwest shall be reimbursed for costs incurred to date of termination upon submission of an invoice within sixty (60) days of the date of termination.

APPROVED:

TWIN FALLS SCHOOL DISTRICT

EDUCATION NORTHWEST

	Teresa Jones		Barclay Burns, Ph.D.
	Print or type Signer's Name)		Docusigned by: Barday Burns Signatures C48E
Title:	Director of Eleme	ntary Meograms	Chief Executive Officer
Date:		Date:	2/8/2019
all specific name	he following information to w es or departments. Falls School District	hich Education Northw	est should send all invoices. Include
Attention: Na	omi Briggs		
Billing Address:	201 Main Avenue W		
City: Twin Fa	lls	State: ID	Zip: 83301
hone Number:	208.733.6900	Email Address: _l	Briggsna@tfsd.org
LEASE NOTE	Education Northwest's ADDRESS		

Payments to:

Education Northwest Unit 34 P.O. Box 4500 Portland, OR 97208-4500

Correspondence to:

Education Northwest Attn: Finance Office 101 SW Main Street, Suite 500 Portland, OR 97204-3213

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DocuSign Envelope ID: A7366445-FCFE-45B1-8256-B229724B5E92

REQUEST FOR ADDITIONAL INFORMATION:

Please provide the following information to which Education Northwest should send all invoices. Include all specific names or departments.

 Bill to:
 Twin Falls School District

 Attention:
 Naomi Briggs

 Billing Address:
 201 Main Avenue W

 City:
 Twin Falls
 State:
 ID
 Zip:
 83301

 Phone Number:
 208.733.6900
 Email Address:
 Briggsna@tfsd.org

PLEASE NOTE Education Northwest's REMITTANCE ADDRESS

Payments to:

Education Northwest Unit 34 P.O. Box 4500 Portland, OR 97208-4500

Correspondence to:

Education Northwest Attn: Finance Office 101 SW Main Street, Suite 500 Portland, OR 97204-3213

Healing Children, LLC



Proposal for a 2 day Training from Healing Children, LLC for Twin Falls Counseling Seminar

Objectives for the two day training:

- Understanding members of your school team, strengths and weaknesses of each member, how to work together and communicate
- Working with and involving parents
- Counseling students with Trauma
 - Understand your own "Road Blocks" that get in the way of taking care of yourself, setting healthy boundaries with your students and how to overcome these "Road Blocks."
 - Working on understanding toxic thinking, belief systems and triggers that can be caused by trauma and how to negate them
 - o Healing Groups: How to Facilitate Effective Small Groups
- Learn how good relationships, healthy boundaries and effective communication can improve behavior and foster emotional healing in your students
- Behavior Interventions/Behavior Management
 - o Understand the importance of and how to maintain expectations for difficult students
 - Review basic behavior management and introduce other behavior strategies from the Healing Environment
 - o How to support the development of effective behavior intervention plans
- Opportunities to brainstorm specific cases and strategize

Length of Training: 2 days

Dates: August 12th and 13th, 2019

Total Cost:

Activity	Hours Each	Total Time	Total Cost
Prep Time	1	2 hours	\$200
Travel Time	4 hours	8 Hours	\$200
Per Diem (Meals and Lodging)			\$585
Mileage			\$149.64
Presentation Time	15 hours	30 hours	\$3000
	:		
-		1.	
	: : : : : : : : : : : : : : : : : : : :	Total Cost	\$4134.64



Total Cost: \$4134.64 for up to 45 participants. This price includes prep, travel costs, and presentation time. If the training is for more than 45 participants the cost will be an additional \$75 per person.

Questions:

Will you be providing an LCD projector, screen, speakers, white board, etc.? We do have our own
equipment and don't mind bringing it, if necessary.

We will:

- · send handouts via email 1 week prior to the training.
- bring our own laptop
- bring books available for purchase.

Traci Glover, M.Ed., LSW, LPC Leena Weaver, Ed.S., NCSP

This Copyright License Agreement (this "Agreement") is made effective as of 5/13/19 between Healing Children, LLC of P.O. Box 421, Kuna Idaho, 83634 and Twin Falls School District.. This Agreement shall be governed by the laws of Idaho.

Intellectual property created, made, or originated by Healing Children, LLC shall be the sole and exclusive property of Healing Children, LLC except as he or she may voluntarily choose to transfer such property, in full, or in part.

Material created for in-services or conferences, such as syllabi, PowerPoints, videos, handouts and tests, shall remain the property of Healing Children, LLC. The counselors will be permitted to use such material for internal instructional, educational, and administrative purposes for contracted trainings only. Copies will be made for current participants only. If Twin Falls desires to use any materials owned by Healing Children, LLC for future clientele a contract will be created and cost will be negotiated between the two parties.

No recordings will be made of Healing Children LLC's presentations by Twin Falls School District...

Payment Information:

50% of payment due August 1st, 2019. Remainder of payment due at the time of service August 13th, 2019.

Late Fees. Any invoice not paid within 30 days of due date is subject to a 5% monthly interest charge. Healing Children reserves the right to use any and all means of collection available under applicable law to collect any amount past duc...

Refund Policy:

Cancellation by client/venue/acts of God:

All prepayments and deposits are returned in full (less 10%) if the event is cancelled by the Client, the venue or by an act of God, 90 days or more from the event date.

If the event is canceled between 31 days and 90 days from the event date, all prepayments and deposits are returned to the CLIENT in full (less 20%) of the service denosits.

If the event is cancelled within 15-30 days from the event date, all prepayments and deposits are returned to the CLIENT in full (less 30%) of the service deposits.

If the event is cancelled within 14 days all deposits and prepayments are forfeited in full.

Cancellation by Healing Children, LLC

Healing Children reserves the right to terminate this contract for any valid reason.

If Healing Children Terminates this contract before 30 day period prior to the event date, all deposits and prepayments will be returned in full within 10 days.

If Healing Children Terminates this contract with less than 30 days period prior to the event date, all deposits and prepayments will be returned within 10 days as well as an additional (10%) as penalty.



Damage:

Healing Children assumes no responsibility for any damage or loss of merchandise, equipment or furniture during or after the event. Healing Children will do everything possible to ensure that all of the clients supplies and equipment are cared for and maintained in good working order and without damage.

Heating Children will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of Heating Children or its employees. Client absolves Healing Children, LLC from any third party claims, except for actions caused by Healing Children LLC and/or negligence of its employees. Client shall indemnify, defend and hold Healing Children, LLC harmless from and against any claims or liability to which it or its officers, directors or employees are exposed as a result of client's misuse of any of the training, knowledge or techniques taught by Healing Children, LLC.

OWNER:

LornShear

Healing Children, LLC

Date

LICENSEE/USER

Contact: Teresa Jones, joneste@tfsd.org

Houghton Mifflin Harcourt

Date of Proposal: 1/30/2019

Proposal Expiration Date: 3/16/2019



Houghton Mifflin Harcourt

Proposal Prepared For

Twin Falls School District 411

For the Purchase of:

M180, R180, FM & Sys44 Hosting Renewals 2019

Prepared By Donna Honeyman donna.honeyman@hmhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Attention: Lennart Erickson ericksonle@tfsd.org HMH Confidential and Proprietary Intervention Solutions Group 255 38th St. Suite L St. Charles, IL 60174 FAX: 800-724-4716 hterventionSolutionsOrders@hmhco.com

1/30/2019 -- (

007093549

Sold:0000348834 Ship:0000348834

Page 1 of 3

Please submit this form with your purchase order.

Proposal Date: 1/30/2019

Proposal for

Expiration Date:3/16/2019

Twin Falls School District 411

M180, R180, FM & Sys44 Hosting Renewals 2019

ISBN	Title				Price	Quantity	Value of all Materials
HMH Hosting Service, price	oer year						
Hosting Services 6001405 9780545123075 System 44 Renewal Dates: 8/14/2019-8/13/2020					\$30.00	45	\$1,350.00
6001405 9780545123075 System 44 Prorate Renewal 15 months 5/15/201	*				\$37.50	36	\$1,350.00
6001408 9780545123112 FASTT Ma Prorate Renewal 7 months 1/25/2020					\$2.33	40	\$93.20
6001408 9780545123112 FASTT Ma Renewal Dates: 8/14/2019-8/13/2020					\$4.00	1,000	\$4,000.00
6001532 9780545611190 MATH 180 Renewal Dates: 8/14/2019-8/13/2020					\$15.00	382	\$5,730.00
6001409 9780545123129 READ 180 Renewal Dates: 8/14/2019-8/13/2020					\$30.00	273	\$8,190.00
Total for Hosting Service	es		;··· ·		· . · · .		\$20,713.20
Total for HMH Hosting Servi	ice, price per year	Renewal [Date: 8/14/	2020			\$20,713.20

Proposal
Summary

Subtotal Purchase Amount: \$20,713.20
Shipping & Handling (0.00%): \$0.00

Total Cost of Proposal (PO Amount): \$20,713.20

A すい Houghton Mifflin Harcourt Attention: Lennart Erickson ericksonle@tfsd.org HMH Confidential and Proprietary Intervention Solutions Group 255 38th St. Suite L St. Charles, IL 60174 FAX: 800-724-4716 InterventionSolutionsOrders@hmhco.com

1/30/2019

007093549

Sold:0000348834 Ship:0000348834

Page 2 of 3

Please submit this form with your purchase order.

Proposal Date: 1/30/2019

Proposal for

Expiration Date:3/16/2019

Twin Falls School District 411 M180, R180, FM & Sys44 Hosting Renewals 2019

Total Cost of Proposal (PO Amount): \$20,713.20

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- · Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to

Sold to:

Twin Falls School District 411

Twin Falls School District 411

201 Main Ave W

201 Main Ave W

Twin Falls ID 83301-6103

Twin Falls ID 83301-6103

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 1/30/2019

Proposal Expiration Date: 3/16/2019



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

Attention:
Lennart Erickson
ericksonle@tfsd.org
HMH Confidential and Proprietary

Intervention Solutions Group 255 38th St. Suite L St. Charles, IL 60174 FAX: 800-724-4716 InterventionSolutionsOrders@hmhco.com

1/30/2019

007093549

Sold:0000348834 Ship:0000348834

Page 3 of 3

Please submit this form with your purchase order.

Hummel Architects, PLLC

$\blacksquare AIA^{\circ}$ Document B221 $^{\circ}$ – 2014

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number Two made as of the Eighth day of January in the year Two Thousand and Nineteen (In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Twin Falls School District 201 Main Avenue West Twin Falls, Idaho 83301

THE ARCHITECT:

(Name, legal status and address)

Hummel Architects, PLLC 2785 North Bogus Basin Road Boise, Idaho 83702

for the following PROJECT:

(Name, location and detailed description)

Security vestibules at Lincoln, Morningside, Harrison, Perrine, Bickel and Oregon Trail.

THE SERVICE AGREEMENT

Init.

This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-Ninth day of August in the year Two Thousand and Eighteen (In words, indicate day, month and year.)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has Important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AiA Document B121™-2014, Standard Form of Master Agreement Between Owner and Architect

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(3B9ADA43)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 INSURANCE
- 3 ARCHITECT'S SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- **6 ATTACHMENTS AND EXHIBITS**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, authorized representatives, anticipated procurement method, Owner's Sustainable Objective and other information relevant to the Project.)

- 10 year capital improvement plan district wide. To address but not limited to:
- -Security at school entries
- -Mechanical system upgrade and/or replacement
- -Roof replacement
- -Furniture upgrade and/or replacement
- § 1.2 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:
 - .1 Commencement of construction date:

January 2019

.2 Substantial Completion date:

To be determined - By end of year 2019

§ 1.3 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement: (List name, address and other information.)

N/A

§ 1.4 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address and other information.)

Cator Ruma & Associates Mechanical and Electrical 420 South Orchard Street Boise, Idaho 83705

Init.

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KPFF

Structural

412 East Park Center Boulevard, Suite 200 Boise, Idaho 83706

§ 1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 INSURANCE

The Architect shall maintain insurance as set forth in the Master Agreement. If the Architect is required to maintain insurance exceeding the requirements set forth in the Master Agreement, those additional requirements are as

(Identify types and limits of insurance coverage, and other insurance requirements applicable to this Service Order which exceed those specified in the Master Agreement, if any.)

ARTICLE 3 ARCHITECT'S SERVICES

§ 3.1 The Architect's Services under this Service Order are described below.

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Remodel or add security vestibules at the following schools: Lincoln, Morningside, Harrison, Perrine, Bickel, and Oregon Trail. Services will include Design, Construction Documents, Bidding and Construction Administration.

§ 3.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

N/A

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall have those responsibilities set forth in the Master Agreement and as follows: (Describe the Owner's responsibilities related to this Service Order not otherwise described in the Master Agreement, including, as applicable, surveys, tests, inspections, and reports to be provided by the Owner, and the Architect's access to the site.)

Civil / Landscape

Geotech

Material Testing

ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

- Lincoln, Morningside, Harrison:

\$62,796.00

- Perrine, Bickel, Oregon Trail:

\$25,960.00

Total:

\$88,756.00

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be

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User Notes: (3B9ADA43)

Twin Falls School District

Twin Falls School District

compensated in accordance with the Master Agreement unless otherwise set forth below: (Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

§ 5.3 For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

\$5,000.00

ARTICLE 6 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference: (List other documents, if any, and any exhibits relied on in Article 3.)

This Service Order entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

Brady D. Dickinson Superintendent

Brian Coleman Project Manager

(Printed name and title)

(Printed name and title)

init.

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(3B9ADA43)

Idaho Digital Learning



2018-2019 AGREEMENT Idaho Digital Learning Blended Learning Consortium

This Member Agreement ("Agreement") is entered into on July 1, 2018 ("Effective Date") between Idaho Digital Learning, a governmental entity organized and existing under the laws of the State of Idaho, with a principal place of business at 300 W. Fort Street, Boise, ID 83702 (Main Campus) ("Idaho Digital Learning") and Twin Falls School District, acting by and through its Board of Trustees ("Member").

1. Authority

Chapter 55, Title 33, Idaho Code authorizes Idaho Digital Learning to enter into agreements with school districts and other agencies for the provision of its products and services to the school district; and Chapters 5 and 6, Title 33, Idaho Code give the Member's Board of Trustees broad authority to operate and maintain the school district and to procure such personal property and curricular materials as necessary therefore.

PURPOSE OF AGREEMENT

Member wishes to contract with IDL for the Term (i) for a license to access Idaho Digital Learning's online learning services (the "Consortium") and all sequenced online content, articles, text, notes, documents, images, assessment items, assignments, instructional information, and all other contents, resources, materials and services produced, published, displayed, or distributed which are currently provided or subsequently added to the Consortium (the "Content") and (ii) for the provision of certain services as specifically set forth in Appendix A ("Consortium Technologies"), and Appendix B ("Ongoing Support"). The purpose and objective of this Agreement is to allow Idaho Digital Learning to provide the Member with the following:

- · Access to learning and course management software;
- · Online course and curriculum content;
- Training, setup, and support for the Member for implementation of an online or blended delivery model of the Content.

The scope of Services, initial setup fees, and Membership Fees shall be selected by the Member and set forth in Appendix A, and/or B. Appendix A and B and may be amended, from time to time, by mutual written consent of the parties, for the purpose of increasing or decreasing the level and scope of the Services to be provided by Idaho Digital Learning.

3. Grant of License

Pursuant to the terms and conditions of this Agreement, Idaho Digital Learning grants the Member and the authorized educators, administrators, or students of the Member, or any other third party as approved and authorized by Idaho Digital Learning in writing (collectively, the "Users"), for the Term of this Agreement, a limited, non-exclusive, terminable, non-transferable license ("License") to access the Consortium and the Content contained therein, subject to any limitations set forth in this Agreement and Appendix A, and/or B, and to use and edit the Content pursuant to the terms and conditions set forth in this Agreement and the Terms of Use. The Member's License shall be contingent upon full payment of Member's Membership Fees, as set

2018-2019 MEMBER AGREEMENT - 1



forth in Appendix A and B. The Member's License shall terminate upon termination of this Agreement, as provided in Section

TERM and Termination

- a. <u>Term</u> This Agreement shall commence upon the Effective Date and expire on **June 30, 2019** or upon the earlier termination by a Party in accordance with Section 4(b) hereof (the "Initial Term"). Access to the Consortium, the Content, and Services provided by Idaho Digital Learning shall be immediately terminated upon the expiration or termination of this Agreement.
- b. Renewal Term Following completion of the Initial Term, this Agreement may be renewed annually for one year renewal periods by mutual written agreement of the Parties (each, a "Renewal Term", and collectively, with the Initial Term, the "Term").
- c. <u>Termination Without Cause</u> Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to the other party. Such notice shall specify the date of termination.
- d. <u>Termination for Breach</u> Abandonment or breach of any Term of this Agreement by either party may be grounds for immediate termination of this Agreement at the sole discretion of the other party. Waiver of any breach by either party shall not be deemed a waiver of the requirements of the entire contract.
- e. <u>Termination for Unsuitable Content</u> In the event Idaho Digital Learning determines that any Member Contributed Content (a defined in Section 8) jeopardizes Idaho Digital Learning's accreditation, the accreditation of any course or curriculum Content, or is otherwise unsuitable for continued use, Idaho Digital Learning may either (i) immediately terminate this Agreement; or (ii) require the Member and its Users to immediately terminate the use of the applicable Member Contributed Content or Content. Additionally, Idaho Digital Learning, at its discretion, may elect to modify, revise, or correct the Member Contributed Content or Content, as deemed necessary by Idaho Digital Learning.
- f. Termination upon Holdback or Failure to Appropriate

 The Parties understand and agree that because Idaho Digital Learning is a governmental entity and the Member is a publicly funded school or school district, this Agreement shall in no way bind or obligate Idaho Digital Learning, Member, or the State of Idaho beyond the term of any particular appropriation of funds, to Idaho Digital Learning, by the State Legislature. Idaho Digital Learning and Member reserve the right to terminate the Agreement, in whole or in part, if the legislature of the State of Idaho does not appropriate sufficient funds as may be required for Idaho Digital Learning or Member. Idaho Digital Learning or Member may also terminate this Agreement if the executive branch of the State of Idaho mandates any cuts in or holdbacks of funding. Should Idaho Digital Learning or Member decide to terminate this Agreement under this provision, such termination shall become effective upon thirty (30) calendar days' written notice to the other party.

5. FEE FOR SERVICES

Idaho Digital Learning shall provide to the Member the Services in exchange for payment in full of the Membership Fees, as set forth in Appendix A, and/or B. In the event Member ceases using the Services prior to the end of the Term (i) Member shall not be entitled to a refund of any fees paid to Idaho Digital Learning through the date of termination and (ii) Member is liable for payment of the Membership Fee for the full Term of the Agreement, unless 2018-2019 MEMBER AGREEMENT - 2



otherwise determined by Idaho Digital Learning, in its sole discretion.

6. **DELIVERY OF SERVICES**

Idaho Digital Learning shall have no duty to provide any Services to Member, or permit access to the Consortium, until the Membership Fee has been paid in full, as specifically set forth in Appendix A, and/or B.

7. USE OF content

During the Term of this Agreement, the Member may modify the Consortium's Content to comply with and correspond to the specific educational requirements of the Member. Member shall limit access and use of the Consortium, Assessment and the Content therein to Member's Users, and neither the Member nor the Users may (i) allow any third party access to the Consortium or (ii) sell, lend, rent, lease, license or otherwise provide the Assessment and Content, in its current form or any modified form, to any third party, without the written consent of Idaho Digital Learning. At all times during the term of this Agreement, the Member must comply with the Terms of Use.

8. Idaho Digital Learning RESPONSIBILITIES

Idaho Digital Learning's responsibilities under this Agreement, pursuant to Appendix A and Appendix B, may include the following:

- Shall provide to the Member the Services selected by the Member on Appendix A, and Appendix B,
- b. Shall provide Member with limited access to a learning management system for course administration purposes including the limited ability to copy course curriculum and add/remove User accounts, during the Term, in accordance with Appendix A.
- c. Shall provide limited technical support during the Term of the Agreement, including the provision of training to an on-site technical specialist to be located at the Member's site during the initial setup outlined in Appendix A and Appendix B.
- d. Shall provide consulting to Member regarding establishment and implementation of a successful online delivery model.

9. Member RESPONSIBILITIES

Member's responsibilities under this Agreement include the following:

- Shall identify users on Appendix A;
- b. Shall identify and select the desired services and pricing reflected on Appendix A, and B;
- Shall be responsible for the provision of all technical support for Member's Users at all times, including before and during the implementation of this Agreement;
- d. Shall be responsible for (i) monitoring student correspondence and work to ensure the safety of students and (ii) providing appropriate services to protect the students' safety;
- e. Shall ensure that all textbooks and resources (online or otherwise) are available to each student participant prior to the start of and during all classes;
 - f. Shall comply with all federal, state, and local laws, rules and regulations,

2018-2019 MEMBER AGREEMENT - 3



including but not limited to requirements established for a student with a disability under the Americans with Disabilities Act, as may be amended from time to time, the Individuals with Disabilities Education Act, as may be amended from time to time, or under the Rehabilitation Act, as may be amended from time to time; and

g. Shall allow Idaho Digital Learning to share Member's experiences and limited details regarding the implementation and success measures regarding their online course delivery model. Member may also share their experience on blended learning with other educators.

10. RESTRICTIONS

Except as otherwise expressly permitted herein, Member and its principals, agents and employees shall not (and shall not allow any third party) to violate the Terms of Use. Member, Users, and their affiliates hereby agree that any attempts to violate this Agreement or the Terms of Use shall constitute a material breach of this Agreement.

11. MEMBER Representations AND WARRANTIES

Member represents and warrants that (i) it has full power and authority to enter into this Agreement, and to agree to all the terms and conditions contained therein and in the Terms of Use, attached hereto and amended from time to time, and has received all parental and other permissions required to permit Idaho Digital Learning to obtain and retain information (including personal information) from Users; (ii) only Member or its Users shall access the Consortium and the Content; (iii) Member and its Users will at all times use the Consortium and the Content only as expressly permitted by this Agreement and the Terms of Use; and (iv) any content, materials, and/or information contributed by Users, and any revisions to the Content by Users, does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

12. WARRANTY & REMEDIES

Member accepts and agrees that the Consortium, its Content, and the Services provided by Idaho Digital Learning, are "as-is" and with all faults accepted, with no warranties, express or implied, of any kind. Idaho Digital Learning makes no representation or warranty of any kind, whether express or implied (either in fact or by operation of law), with respect to the Consortium, its Content, and the Services provided by Idaho Digital Learning or Idaho Digital Learning's authorized designee. Idaho Digital Learning expressly disclaims and Member hereby accepts such disclaimer of all implied warranties, including, but not limited to, any implied warranties of noninfringement, merchantability, fitness for a particular purpose, and validity of intellectual property rights. Idaho Digital Learning does not warrant that the Consortium or its Content is error-free or that operation of the Consortium shall be secure or uninterrupted. To the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the shortest permissible duration.

13. INDEMNIFICATION

a. <u>Member Indemnification</u> Member shall defend, indemnify and hold harmless
 2018-2019 MEMBER AGREEMENT - 4



Idaho Digital Learning and each of its officers, directors, employees and agents (collectively the "Indemnified Parties") against and in respect of any expense, cost, loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses and attorney fees arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Member's or User's (i) acts or omissions, (ii) use of the Content or Services, (iii) upon any breach of any representation, warranty, undertaking or other obligation of the Member or User, under this Agreement, (iv) violation by Member or Users of the Terms of Use, or (v) use of any portion of the Content with products or services not supplied by Idaho Digital Learning.

b. <u>Idaho Digital Learning Indemnification</u> Idaho Digital Learning agrees to defend, indemnify, and hold harmless the Member from and against any and all damages, expenses, costs, claims, judgments and liabilities including, without limitation, reasonable attorney's fees, incurred by the Member (unless caused by the negligence or wrongful acts or omissions of the Member) arising from or in connection with any grossly negligent or wrongful act or omission by Idaho Digital Learning with respect to the provision of the Services.

14. LIMITATION OF LIABILITY

Member and Users assume the entire risk as to the use, results, and performance of the Consortium, the Content contained therein, and the Services provided by Idaho Digital Learning. Notwithstanding anything in this Agreement to the contrary, Idaho Digital Learning shall not be liable or obligated with respect to any subject matter of this Agreement or under contract, negligence, strict liability or any other legal or equitable theory (i) for any amounts in excess in the aggregate of the fees paid to Idaho Digital Learning by Member during the twelve-month period prior to the date the claim arose or could have arisen; (ii) for any direct, indirect, special, punitive, incidental or consequential damages (including, but not limited to, claims for any lost profits, business interruption, cost of procurement of substitute goods, technology, services or rights); (iii) for failure of the Consortium, interruption of use or loss or corruption of data or Content; or other pecuniary loss arising out of the use of or inability to use (a) the Consortium or its Content by the Member or (b) Services provided by Idaho Digital Learning, (iv) any delays errors, or omissions, or any defect, quality, accuracy, completeness, timeliness, availability or performance relating to the Consortium or Content contained therein, or (iv) for any matter beyond Idaho Digital Learning's reasonable control. To the extent that the exclusion or limitation of incidental or consequential damages is prohibited by law, any such prohibited limitations and exclusions shall not apply to Member.

15. SURVIVABILITY

All representations, warranties, remedies, and indemnities shall survive the expiration or prior termination of the Member Agreement.

16. CONFIDENTIAL INFORMATION

Except for any disclosure required by law, each party agrees to retain all confidential information received from the other party in confidence, not to disclose any such information to any other person, and not to use any such information for its own benefit, to the other party's

2018-2019 MEMBER AGREEMENT - 5



detriment or for any purpose other than in furtherance of this Agreement. All information which either party and any of its agents receives at any time from the other party or any of its agents shall be deemed confidential and subject to the provisions of this section (including without limitation the Content and Services), whether the information shall be received orally, in writing, visually, by inspection of documents, products or processes, by electronic transmission, or in any other form or manner, excepting only information which the recipient establishes was generally available to the public at the time of disclosure or subsequently became generally available to the public other than as a result, directly or indirectly, of disclosure by the recipient or its agents. Information shall be confidential and shall be subject to this section whether or not it is marked or designated "confidential" at the time of disclosure. Notwithstanding the provisions above, all student related data received or utilized under this Agreement shall be maintained and disclosed under the provisions of the Family Educational Rights and Privacy Act (FERPA).

17. Return of Confidential Information

Upon termination of this Agreement, Member and each User shall cease to access or return to Idaho Digital Learning all Content and other confidential information of Idaho Digital Learning.

18. NO AUTHORITY TO BIND OTHER PARTY

One party under this Agreement shall have no authority to enter into contracts or Agreements on behalf of the other party. All contracts or Agreements shall be entered on behalf of the executing party or executed jointly by both parties. The procedures set forth in this Agreement are intended for the sole use and benefit of Idaho Digital Learning and Member. No third party or other State entity may rely on these procedures. Any failure of Idaho Digital Learning or Member to follow any or all of these procedures, or any future amendment or modification of these procedures, shall not establish any liability of Idaho Digital Learning or Member to any third party or other entity of the State of Idaho.

19. DISCRIMINATION

The Parties hereby agree that no person shall, on the basis of race, color, creed, national origin or gender, be excluded from or denied participation in or otherwise subjected to discrimination in relation to any activity associated with this Agreement.

20. INTERPRETATIONS

Governing Law Any claim, action, suit, proceeding or dispute arising out of the Agreement shall in all respects be governed by, and interpreted in accordance with, the laws of the State of Idaho, without regard to the conflicts of law provisions thereof. The parties hereby consent, acknowledge and agree that venue and jurisdiction for any action, suit or proceeding arising out of these Terms of Use shall vest exclusively in the federal or state courts of general jurisdiction located in Ada County, Idaho.

Attorneys' Fees Should any party employ an attorney for the purpose of enforcing this

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Agreement, the prevailing party shall receive its reasonable attorneys' fees and costs.

Assignment The Parties respective obligations and duties as set forth herein are to be performed by the parties and may not be assigned or subcontracted by either party without the written consent of the other party.

Failure or Omissions No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Agreement.

Severability If any part of this Agreement shall be determined to be invalid, illegal or unenforceable, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

Compliance with Laws and Regulations Each party shall be and shall remain in compliance with all applicable federal, state and local laws and mandatory regulations in performance of its obligations pursuant to this Agreement.

Dispute. If a dispute arises between the parties regarding their rights or obligations under this Agreement, the parties shall first attempt to settle the dispute by direct discussions. If the dispute cannot be settled by the parties by direct discussions, then the parties agree to endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved dispute arising from or relating to this Agreement or a breach of this Agreement shall be resolved as provided by this Agreement and by law.

Resolution of Certain Claims – Injunctive Relief. Member and the Users acknowledge and agree that the Consortium and the Content contained therein, possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Idaho Digital Learning for which Idaho Digital Learning would not have an adequate remedy at law. Therefore, Member agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Idaho Digital Learning, Idaho Digital Learning shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

21. Force Majeure

The obligations of either party to perform under this Agreement will be excused during each period of delay caused by acts of God, or by shortages of power, materials or transportation, government orders, labor strikes, work stoppages or disruptions, war (even if not declared), hostilities, terrorism, or embargos which are beyond the reasonable control of the party obligated to perform ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (i) immediately notify the other party in writing of such Force Majeure Event

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and its expected duration, and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than 90 days following notice by such party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice to such party.

22. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the parties, and supersede all prior oral and written agreements and understandings between the parties. This Agreement cannot be modified or amended, except in writing signed by all parties. In the event of any inconsistency between this Agreement and its Appendices, this Agreement shall control.

23. USE AND USERS

Idaho Digital Learning Blended Consortium membership provides annual access to Idaho Digital Learning technologies, digital content, and professional development as outlined in Appendix A, and/or B.

The maximum number of Users purchased by Member limits the number of Users. Member may create Users at any time. A User is created when Member provides username login access to Learning Management System (LMS). A User is a student, teacher, staff member, administrator or school official that has a LMS username. If Member exceeds purchased users, Member will be bumped to next user band as outlined in Appendix A Fee Matrix.

24. TECHNOLOGY

The Member package of technology is a suite of online and blended learning technologies that are assembled to provide a robust, engaging learning environment for online and blended learning. To accommodate for potential changes, Idaho Digital Learning reserves the right to upgrade technologies and substitute functionality sources during the Agreement.

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25.	Idaho Digita	l Learning	Consortium	Fees
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Idaho Digital Learning F	Professional Development Services
PACKAGE SELECTED.	SERVICE LEVEL
Strategic Planning Session(s)	Basic
Onsite Training Session(s)	3 days
Virtual Support	Included Monthly
Customer Success Manager	Not Included
PD Package Cost	\$1,800
Consortium 7	Technology Access Fees
Total Account Users (Schools/Districts): O'Leary MS Canyon Ridge Middle Twin Falls High South Hills Middle	0 250 250 250 250 Total: 750
Enter amount of total users	\$7,500
TOTAL AGREEMENT COSTS	\$9,300
DISTRICT MEMBER	
District: Phone: Address:	Twin Falls School District #411 (208)733-6900 201 Main Avenue W Twin Falls, ID 83301
Date: 01/16/2019	Name: L.T. Erickson Title: Director of Secondary Programs Signature: Signature:
IDAHO DIGITAL LEARNING	
Date: 02/11/2019	Name: Dr. Sherawn Reberry Title: Director of Education Programs
	Signature:

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APPENDIX A - Consortium Technologies

LEARNING MANAGEMENT SYSTEM - Agilix Buzz - learning management system (LMS), accessible from a customized domain for each member. Additionally the technology supports a community consortium feature allowing end users to share content.

Schoology, a learning management system (LMS) available to the district through the partnership with IDLA. IDLA and Schoology will work with the Twin Falls School District to implement the Schoology LMS within the district. IDLA will provide professional development as needed, at minimum of three (3) days, but will work with the district to ensure a successful implementation.

IDAHO DIGITAL LEARNING PORTALS - IDL offers both students and educators a place to aggregate digital resources for online, blended and project based learning opportunities. Customized Digital Learning Portals are encouraged for schools / districts participating in the blended learning consortium and are receiving professional development services. The portals create a space for students and educators to access their online resources. The deployment of custom digital learning portals does not incur any additional costs and generally has very little impact to the timeline.

Professional Services

Professional Development Goals

- Train teachers in the best practices of blended learning as defined through the strategic planning process.
- 2. Train teachers in the use of educational technology conducive to the learning environment.
- Work in a partnership to develop curriculum content using nationally recognized best practices for course delivery in different modalities (i.e. Idaho Online Learning Standards and / or iNacol Standards) and pedagogy.

Implementation Services

Professional development will begin with the design of the district's/schools strategic plan. Training will be delivered at a central location(s) on dates determined during the implementation.

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The following matrix outlines the pricing of each level of service that your school has decided upon:

Idaho Digital Learning Implementation Services FEES

Company of the Compan	essional PévélophientServices
	Basic
	3 days
	Included Monthly
	Not Included
	\$1,800
Consordum Rec	nnology Access Fees
Total Account Users (Schools/Districts):	0
- O'Leary MS - Canyon Ridge Middle	250
- Twin Falls High	250
- South Hills Middle	250
	Total: 750
Enter amount of total users	\$7,500
Contraction of the Contraction o	

Definitions:

Strategic Planning Sessions: During this meeting the school will discuss goals for school year. This session will include administrators and stakeholders to determine implementation strategies and calendar professional development trainings.

Onsite Training Sessions: Based on Member agreement level, professional development trainings will be delivered throughout the school year to meet your school's Strategic Planning goals.

Virtual Support: Participating districts will have access to the **Teacher Professional Development** blended course, as well as Monthly Virtual Support with Blended/Mastery topics (#OffroadPD). Districts will be invited to join a consortium community and additional virtual support, as needed.

Customer Success Manager: Dedicated staff will be included in contract to oversee implementation and will be the single point of contact.

NOTE: Customized pricing will be given for more than one school and/or more than 2000 users

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in a Statement of Work Proposal.

Idaho Digital Learning is able to provide additional technology, training and content options outside of the Idaho Digital Learning Consortium options outlined in Appendix A. Idaho Digital Learning can customize solutions and pricing on a per district or per school basis in order to provide solutions and services to meet unique requests.

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APPENDIX B - Ongoing Maintenance & Support

Defect Reporting and Service Requests

Any system related defects found by the Customer must be submitted through the Service Desk for review. The Idaho Digital Learning support specialist will work to manage, resolve and report on service desk tickets submitted by the Customer,

1.

By initialing, member agrees to terms.

Customer Service Support Hours

Regular hours: Monday - Friday, 8:00 A.M. to 5:00 P.M.

Support cannot be expected on weekends or on all holidays that the state government observes although off hours escalation paths for critical needs will be made available to the technical lead.

From the hours of 5:00 P.M. to 7:00 P.M. on the first and last Monday of every month, and Wednesdays from 10:00 P.M. to 11:59 P.M. MST are reserved for system maintenance, and prior notification (one week or more) will occur if the service will be out during those times.

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_By initialing, member agrees to terms.

Customer Support Contact Information

The point of contact for users will be through the Service Desk. Normal business hours are Monday - Friday, 8:00 A.M. to 5:00 P.M. To request service support call, complete a service form, or email us as indicated below.

Phone: 208-629-1411

Form: Click here

eMail: pd@idla.us

Outside of normal operating hours, the following e-mail will be monitored:

1

emergency@idahodigitallearning.org

_By initialing, member agrees to terms.

Customer Service Level

Most of the reported issues will be resolved within the business day reported. Issues that occur after office hours will be addressed the following day.

Support for the service to be available during all regular business hours. All times listed are for Mountain Time.

1

__By initialing, member agrees to terms.

Hourly Maintenance Fees

The cost associated for maintenance and support for Consortium Technologies Appendix A are included in the consortium fee indicated in Appendix A. Special customization for any content or software support will require a separate statement of work.

For additional support, above and beyond your current contract, for the services provided by Idaho Digital Learning to provide maintenance and modifications the hourly rates are as follows:

- \$50.00 per hour for Implementation Specialist support
- \$600 a day per training for on site training and support plus travel expenses
- All hourly rates are billed in 30 minute minimum increments

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__By initialing, member agrees to terms.

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Idaho Stem Action Center

FabSLAM Expansion Acceptance Agreement
The idaho STEM Action Center is assisting the 2018 FabSLAM grantees in expanding their 3D Design and Fabrication program in 2019. This expansion opportunity includes a travel stipend to assist the mentor and student team to attend their regional Student Showcase and a materials stipend. The materials stipend is to be used to purchase additional 3d design/fabrication tools, technical support, replacement parts, filament, or other relevant materials to support the project. The individual(s) listed below will be the staff attending the Showcase and are agreeing to the terms as outlined below.
District/Organization: Twin Falls School District (Newcomer Center)
Emall: buschhornkh@ffsd.org
Secondary Contact: N/A Phone:
Number of Students attending Student Showcase:
Fill in the signatures and date boxes and return to stephanic lee@stem.idaho.gov by February 15, 2019.
The award amount includes \$250.00 material stipend and a \$250.00 travel stipend for the mentors and student team. Total funding \$500.00. This funding will be sent to the School District office or library and is subject to the following conditions:
 Individual(s) listed above will attend the assigned regional Student Showcase with their student team and adhere to all requirements as outlined in the original grant award letter. Organization will utilize the materials stipend to support or expand your 3d design/fabrication program. Travel stipend is meant to cover all travel costs including mileage and meals for the mentors and students attending the Showcase. No receipts are required. Submit all required reports to the STEM AC through the Community Grant Portal.
ailure to adhere to the conditions above may obligate the organization above to return a portion or all unding to the STEM Action Center, if requested. Funding is a reimbursement and will be submitted for ayment once attendance has been confirmed.
ad Contact Signature: Khrista Bruchhan Date: 3/6/19
Cond Contact Signature:
ncipal/District Lead/Administrator Signature: 2006 24 2000 Date: 27 4/1
M AC Executive Director Signature: Date: 3/7/2019

Istation Licenses



Quote Q-01508-2

Prepared For:
Twin Falls School District
201 Main Ave W
Twin Falls, ID
83301-6103

Your Istation Partner:
Brian Duggan
Account Executive
bduggan@istation.com
+1 2532630067

Twin Falls School District



8150 North Central Expressway, Suite 2000

Dallas, TX 75206

Phone: 1-866-883-READ (7323)

Email: info@istation.com

Quote: Q-01508-2

Prepared For: Twin Falls School District

Date: 1/3/2019 1:55 PM

Expires On: 6/30/2019

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Istation Math

loyalty price

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE	SALE PRICE
1.	Istation Math	7/1/2019	12	6/30/2020	Bickel Elementary School	\$2,990.00	\$2,730.00
1	Istation Math	7/1/2019	12	6/30/2020	Harrison Elementary School	\$5,060.00	\$4,620.00
.1	Istation Math	7/1/2019	12	6/30/2020	Lincoln Elementary School	\$5,060.00	\$4,620.00
1 .	Istation Math	7/1/2019	12	6/30/2020	Morningside Elementary School	\$5,060.00	\$4,620.00
1	Istation Math	7/1/2019	12	6/30/2020	Sawtooth Elementary School	\$5,060.00	\$4,620.00
1 :	Istation Math	7/1/2019	12	6/30/2020	I B Perrine Elementary School	\$5,060.00	\$4,620.00
1	Istation Math	7/1/2019	12	6/30/2020	Oregon Trail Elementary School	\$6,440.00	\$5,880.00
1	Istation Math	7/1/2019	12	6/30/2020	Rock Creek Elementary School	\$6,440.00	\$5,880.00
1	Istation Math	7/1/2019	12	6/30/2020	Pillar Falls Elementary School	\$6,440.00	\$5,880.00
	4		:::::	11.1		station Math TOTAL:	\$43,470.00

					SUBTOTAL: \$47,610.00
 1	·				DISCOUNT: (\$4,140.00)
		· · · · · · · · · · · · · · · · · · ·			TAX (if applicable):
 ::i :::::		1 1 1	 	c	USTOMER TOTAL: \$43,470.00

April we paid \$33, 120



8150 North Central Expressway, Suite 2000 Quote:

Phone: 1-866-883-READ (7323) Email: info@istation.com

Date: 1/3/2019 1:55 PM

Expires On:

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Additional Options (to be paid in full):

	Choose 1, 2, or	3 y	ear Subscription		
	 1 YEAR SUBSCRIPTION		2 YEAR SUBSCRIPTION		3 YEAR SUBSCRIPTION
Additional Discount Amount:	Quoted Price		(\$4,347:00)		(\$13,041.00)
% Discount:	Quoted Price		5%		10%
Your Total Cost:	\$43,470.00		\$82,593.00	::::	\$117,369.00

Please email or fax a signed copy of this quote and other referenced documents (such as a PO) to 214-291-5534 or info@istation.com.

<u>Istation</u>	.77		#	. ;:		Twin Falls Sci	hool District
Signature:	: · · <u> </u>					Signature:	Jeresa Inea
Printed Name:						Printed Name:	Teresa Jones
Title:						Title:	Director of Elementary
Dated:						Dated:	4/1/2019 Programs
	; "					PO # (if available):	
	: ." : .	i	: :::				
To ensure timely	fulfillment, pl	lease provide the	requested cont	act inform	ation be	low:	
Primary Imple	ementatio	on Contact				Accounts Pay	/able / Billing Contact
Name:	Te	resa Ju	nes		. :- <u>.</u> .	Name:	Naomi Briggs
Email:		neste@		9-		Email:	brigasna Ctfsd.org
Phone:		08)733		U		Phone:	(208) 733-6900
	: 7:::	E PER E	1	: :::::			
District Tech				÷.,		District Data (Contact
Name:	J	im Ohler	nsehlen)		Name:	Teresa Jones
Email:	0	hlensehle	nii@tf	sd.or	94	Email:	joneste@tfsd.org
Phone:	2	08-733-6	900			Phone:	(208) 733-6900
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8150 North Central Expressway, Suite 2000

Dallas, TX 75206

Phone: 1-866-883-READ (7323)

Email: info@istation.com

Quote: Q-01508-2

Prepared For: Twin Falls School District

Date: 1/3/2019 1:55 PM

Expires On: 6/30/2019

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The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "Licensed Applications"), (ii) Istation's Internet Web site (the "Web Site"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "Downloadable Materials"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "Resources".

For purposes of these Terms, references to "You" or "Your" mean (i) you in your individual capacity, (ii) your company ("Your Company"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "Authorized Users").

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- Privacy Statement. Istation's Privacy Statement (the "Privacy Statement") is incorporated into, and made a part of, these Terms. The
 Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the
 Privacy Statement.
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 - Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them

 (a "Subscription"). You may purchase a Subscription to one or more Resources (the "Purchased Resources") by paying
 the then-current subscription fee to Istation (the "Subscription Fee") for such Purchased Resources, as such Subscription
 Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources
 (the "Subscription Period"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use
 of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources,
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 - In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "Registration") and obtain a user account (a "User Account") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password lied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. User Accounts cannot be "shared" and may be used only by the Authorized User to whom the User Account is registered. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unau
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Conduct.

- You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (ili) take any action that imposes an unreasonable or disproportionately large load on Istation's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) Impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your Identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
- By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the "Submissions"), You are granting Istation, Istation's affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children's Online Privacy Protection Act of 1998 ("COPPA") and COPPA's rules and regulations.

Security.

Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions

(including, but not limited to, data submitted by You), or Istation's providing the Resources.

NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM.

You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

No Control over Submissions.

- Istation has no obligation to monitor the Submissions, Your use of the Resources, or any other aspect of the Web Site. However, Istation reserves the right to review the Submissions and any other materials posted to the Web Site and to edit, refuse to post, and remove any Submission or such other materials in Istation is osle discretion (regardless of the reason). Additionally, Istation has the right to implement, in Istation's sole discretion, bad word filters or other filters designed to disable offensive or inappropriate language in connection with use of the Resources (but in no event is Istation required to implement any such filters). Istation assumes no liability relating to Istation's monitoring, editing, or removal acts or omissions. Istation does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Web Site will be entirely free of Illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate material or that users of the Web Site will not encounter inappropriate or illegal conduct from others.
- Islation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
- Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.
- Indemnification. You shall indemnify, defend, and hold harmless Istation, Istation's affiliates, and Istation's and Istation's affiliates' respective shareholders, members, partners, directors, managers, officers, employees, contractors, agents, information providers, suppliers, and attorneys (collectively the "Affiliated Group") from any and all liabilities, losses, claims, and expenses, including, but not limited to, all legal fees and costs (including, but not limited to, reasonable attorney fees), resulting from, arising from, or relating to (i) Your failure to comply with these Terms, (ii) Your access to, or use of, the Resources and the Resource Materials (including, but not limited to, compliance with applicable laws in connection with such access or use), (iii) output generated by Your access to, or use of, the Resources and the Resource Materials, (iv) the Submissions, including, but not limited to, writings prepared by students, and Your failure to have all rights and authority necessary (including, but not limited to, third-party consents) to submit the Submissions to Istation, (v) Your failure to comply with COPPA or COPPA's rules and regulations (including, but not limited to, Your failure to obtain parental consent of Submissions of personal information of a child under 13 years of age), or (vi) the unauthorized use, handling, or release of data relating to Your access to, or use of, the Resources or the Resources Materials. Istation has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources or the Resources.
- indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.

 11. Termination. Istation reserves the right to modify, suspend, or discontinue all or any portion of the Resources at any time, without notice, if Istation finds that You (Including, but not limited to, Your Company or any Authorized User) have violated these Terms. Upon termination, You (Including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon any termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Istation. Termination or expiration of these Terms will have no effect on Istation's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 13, and 14.16.

No Endorsement of Third-Party Sites.

- 1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "Third-Party Sites"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites, Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
- You may not reach an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior
 written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that
 are "dead" or that no longer work. Please report any such dead links that You encounter.

Disclaime

- In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, istation shall not be responsible for loss of data associated with the failure of Your equipment, soften, or any information service provider. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT
- 2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND

IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT

- ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Islation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE, FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.

 Istation MAKES NO WARRANTY THAT. (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET
- YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS. Limitation of Liability and Damages,
- 2.
 - THE AFFILIATED GROUP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM (I) ANY PRODUCT OR RESOURCE MATERIALS AVAILABLE ON OR THROUGH THE RESOURCES, (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE RESOURCES OR THE RESOURCES OR THE RESOURCE MATERIALS, (iii) LOSS OF USE, DATA, OR PROFITS, WHETHER RESULTING FROM THE USE OF, OR INABILITY TO USE, THE RESOURCES OR ANY RESOURCE MATERIALS, (iv) THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE RESOURCES OR ANY RESOURCE MATERIALS, (ov) ANY SUBMISSION (INCLUDING, BUT NOT LIMITED TO, WRITINGS PREPARED BY STUDENTS) EVEN IF THEY WERE CAUSED BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE PROVIDERS, OR SUPPLIERS, EVEN IF THE CUSTOMER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OCCURRING, AND EVEN IF THE REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.
 - YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Istation OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Istation WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
 - THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.
 - IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.
- 3.
- Violations of Terms. Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.

 Governing Law. These Terms shall be governed by the laws of the state of Texas, without regard to Texas's choice of law rules. You agree that any action at law or in equity arising out of, or relating to, these Terms shall be filed only in the state and federal courts located in Dallas County, Texas, and You consent and submit to the personal jurisdiction of such courts for the purposes of litigating any
- 5. Miscellaneous
 - You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "Additional Terms"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms
 - 2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
 - You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

PRIVACY STATEMENT:

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("Istation"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully.

For purposes of this Privacy Statement, references to "You" or "Your" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "Authorized Users").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "Licensed Applications"), (ii) Istation's Internet Web site (the "Web Site"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (Iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "Downloadable Materials"), and (v) news and information about istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "Resources" What Personally Identifiable Information Is Collected by Istation?

"Personally Identifiable Information" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- Teachers and administrators only Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- Students only "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
 Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "Identifiable Use Results"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;
- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (teachers and administrators only) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/ marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
 To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue, Generally, but subject to determination by the school at issue or the school district at issue.
 - a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
 - a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
 - a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure:
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or

otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft; in connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent, Istation does not need Your

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information
(if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/ or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response. Data Retention

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

Website and Resource Security

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected. Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookle, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored. **Third Party Sites**

The Website may contain links to or reference third party websites and resources (collectively "Third Party Sites"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

Can Istation change this Privacy Statement? Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

Who can I contact if I have questions about this Privacy Statement?

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below: Email address: info@Istation.com

Street/Postal address:

8150 North Central Expressway, Suite 2000 Dallas, Texas 75026 Phone: (214) 237-9300 Fax: (972) 643-3441

Effective Date: February 23, 2018

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Trademarks

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Any rights not expressly granted herein are reserved.

Jack's Urban Meeting Place (JUMP)

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RENTAL AGREEMENT

Jack's Urban Meeting Place

This agreement (the "Agreement") is by and between JUMP, LLC dba Jack's Urban Meeting Place ("the Lessor" hereafter referred to as JUMP), whose business address is 1000 West Myrtle Street, Boise, Idaho 83702 and Twin Falls School District #411, 201 Main Ave. West Twin Falls, ID 83301 (the "Lessee").

Whereas, the Lessee desires to use portions of JUMP, to hereafter be referred to as "the facility", on the date(s) and time(s) as described in the reservation confirmation, for TFSD Administrators Retreat, July 30th, 2019 (the "rental") on the terms and conditions set forth herein. JUMP is willing to rent the facilities as such terms and conditions are met by the Lessee.

- Reservation: #_2431_ Refer to attached reservation confirmation for agreed upon rental date(s), time(s), facility, equipment, and personnel, as well as cost estimates.
- 2. Building Hours: Site access will depend upon rental needs but remember the following hours
 - A. Setup: 7:00 am earliest
 - B. Lobby Open: 8:00 am earliest
 - C. Lobby Closes: 10:00 pm latest
 - D. Teardown: 12:00 am latest

3. Deposit Total: WAIVED

Upon execution of this agreement a refundable deposit of \$150.00 for damage/cleaning is required and due to hold the facility, date, and time. General rentals (utilizing multi-purpose spaces, with or without studio rentals) are required to also provide a non-refundable deposit of 50% of the room rental total if the rental date is greater than 30 days from deposit due date. If rental of multi-purpose spaces (with or without studio rentals) is less than 30 days from deposit due date the non-refundable deposit will be 100% of the room rental total. Please refer to the amounts listed above for totals required to confirm your reservation.

4. Final Payment

The Lessee agrees to pay the remaining rental amount ten (10) business days prior to the event date. If the full amount is not received the deposit will be forfeit and the Lessee will lose the right to the use of the facility.

Additional fees incurred due to changes in requested quantities, times, personnel, equipment, etc., shall be due upon receipt of a final invoice. All inquiries or requests during Lessee's event shall be made through the client/on-site contact only.

A. Refund procedure: refunds will be managed at the time of final invoicing; approximately one-week post-event. Refunds may be expected to arrive within two weeks. Refunds will only be processed for monetary amounts over \$15.00.

5. Cancellations

In the event Lessee chooses to cancel the rental the Lessee may transfer the original date to an alternate date within three months of the original rental date (subject to availability) and may incur additional administrative fees. All cancellations requesting a change of date must be in writing not later than 60 days prior to current rental date.

6. Liability | Insurance

Lessee shall at its sole cost and expense, procure and maintain during the life of this Agreement the following minimum insurance coverage:

Twin Falls School District

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A. General Liability

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage

including Products and Completed Operations

\$1,000,000 Each Occurrence - Personal and Advertising Injury

\$1,000,000 General Aggregate

\$1,000,000 Products - Completed Operations Aggregate

i. Name as Additional Insured JUMP, LLC

ii. Include Waiver of Subrogation for JUMP, LLC

iii. Include Liquor Liability coverage if you are in the business of selling and serving alcohol

B. Automobile

\$1,000,000 Each Accident - Bodily Injury & Property Damage

All Owned, Hired & Non-owned vehicles

C. Umbrella/Excess Liability

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage

including Products and Completed Operations

\$1,000,000 Aggregate

i. Name as Additional Insured JUMP, LLC

ii. Include Liquor Liability coverage if you are in the business of selling and serving alcohol

D. Worker's Compensation

Statutory Insurance meeting the statutory requirements of the state of Idaho. If Lessee is not required by statute to obtain workers compensation insurance Lessee assumes risk of injury arising out of

the performance of this Agreement.

\$1,000,000 Employer's Liability - Each Accident

\$1,000,000 Employer's Liability – Disease – Each Employee

\$1,000,000 Employer's Liability - Disease - Policy Limit

Name as Additional Insured JUMP, LLC

ii. Include Waiver of Subrogation in favor of JUMP, LLC

General Provisions

- The insurance coverage and limits set forth above are designed to satisfy the minimum requirements of the
 JUMP, LLC and are in no way intended to limit the liability of Lessee (or its employees, agents, and
 subcontractors) under this Agreement. Further, the insurance coverage and limits set forth above are not
 intended to be a recommended insurance program and the Lessee being solely responsible for the sufficiency
 of its own insurance program.
- Provide Certificate of Insurance evidencing required insurance prior to the commencement of activity under this Agreement and provide an updated certificate within a reasonable period of time following renewal of each policy if this Agreement remains active.
- Coverage shall be provided by an insurance carrier(s) with financial ratings no lower than AM Best A- VII or as otherwise approved by JUMP, LLC.
- JUMP, LLC shall be notified by the insured listed on the certificate as soon as practicable but no later than
 thirty (30) days prior to any insurance policy cancellation, nonrenewal or changes causing noncompliance
 with the requirements herein, and no later than ten (10) days prior to cancellation for nonpayment of
 premium.

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Jack's Urban Meeting Place

	Francis I washing the holograph of the
Sign	copy of JUMP Event Rental Agreement
□ agree	Return within 30 Days, or sooner, of receipt of pending reservation and ement
Depo	osits
	Refundable damage deposit of \$150.00
□ days	50% Non-refundable room rental deposit (unless your event is within 30 of the signed rental agreement, at which time payment in full is required)
agree	Due within 30 Days, or sooner, of receipt of pending reservation and ement
	Non-payment by this date will result in the cancellation of the space
	JUMP prefers payment by check.
•	If payment by card is necessary there will be a 3.5% convenience fee added to processing.
A Ce	rtificate of Liability Insurance must be on file prior to your event date
	Please see section 6 of Event Rental Agreement
	Must list JUMP, LLC as an additional insured
	Failure to provide Certificate of Insurance will result in cancellation of the space
	If you are unable to provide a certificate of liability one will be available through JUMP – Please see your confirmation for details and cost.
Cate	ring is provided exclusively by Thomas Cuisine Management
	Contact Dene Hellickson at 208-639-6617 or DHellickson@thomascuisine.com

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- These same insurance requirements shall be required of any subcontractor(s) utilized to perform work related to this contract or as approved by the JUMP, LLC.
- Total Limits requested may be satisfied with any combination of primary and umbrella/excess insurance.
- JUMP, LLC is not responsible or liable for any damage, theft or loss of owned or non-owned property of Lessee used to carry out this Agreement.
- JUMP reserves the right to modify coverage and/or limits. By requiring the above insurance, JUMP does not
 represent that coverage and limits will necessarily be adequate to protect the Lessee, and such coverage
 and limits should not be deemed as a limitation of the Lessee's liability.

Certificate of Insurance Instructions

The certificate of insurance should be made in the name of and sent to:

JUMP, LLC

1000 West Myrtle St.

Boise, ID 83702

- 7. Share Studio Specific Policies: Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.
 - A. Storage: The Share Studio does not offer any storage space.
 - B. Outside Equipment: previous written approval from the studio coordinator is necessary to bring in outside equipment.
 - C. Attire: All Users shall wear proper kitchen attire including close-toed shoes (preferably slip-resistant), tie long hair back and/or wear a hat, apron and use latex gloves during food preparation.
 - D. Eligible User: Only those Users and their employees that are authorized by the Share Studio Coordinator and have provided the necessary certifications can be in the production areas.
 - E. No eating, or drinking from open containers is allowed in the food production areas. Only drinks in covered containers are allowed in the food production areas and must be kept on lower shelves, below any food items.
 - F. Small Wares: Users will provide their own towels and other specialty items necessary to their specific production needs. Do not leave your personal small wares in the kitchen. Do not leave cleaning rags behind.
- 8. Play Studio Specific Policies: Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.
 - A. Storage: The Play Studio does not offer any storage space. JUMP is not responsible for any lost, stolen, corrupt, or missing digital assets. It is up to the user to backup content to a personal device before the completion of the rental. Software shall not be installed on JUMP workstations by rental groups.
 - B. Outside Equipment: previous written approval from the studio coordinator is necessary to bring in outside equipment.
 - C. Eligible User: Only those Users and their employees that are authorized by the Play Studio Coordinator and have undergone the necessary Safety and Basic Use Certifications can be in the production areas.
 - D. No food or drink is permitted in the Play Studio. Only drinks in covered containers are allowed in the designated drink area near the entrance.
 - E. Studio guidelines: Never unplug or rewire any piece of networked, racked or control room equipment. Roll cables properly using Over/Under technique

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- 9. Make Studio Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.
 - A. Storage: The Make Studio does not offer any storage space. JUMP is not responsible for any lost, stolen, corrupt, or missing digital assets. It is up to the user to backup content to a personal device before the completion of the rental. Software shall not be installed on JUMP workstations by rental groups.
 - **B.** Outside Equipment and Materials: previous written approval from the studio coordinator is necessary to bring in outside equipment or materials.
 - C. Attire: No loose hair, clothing, or jewelry. Safety glasses and hearing protection must be used by all.
 - D. Eligible User: Only those Users and their employees that are authorized by the Make Studio Coordinator and have undergone the necessary Safety and Basic Use Certifications can be in the production areas.
 - E. No food or drink is permitted in the Make Studio. Only drinks in covered containers are allowed in the designated drink area near the entrance.
- 10. Move Studio: Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.
 - A. Storage: The Move Studio does not offer any storage space.
 - B. Outside Equipment: previous written approval from the studio coordinator is necessary to bring in outside equipment.
 - C. Attire: No hard-soled shoes or heels on the Move Studio floor.
 - D. No food and only drinks in covered containers are permitted in the Move Studio.

11. Exclusive Catering

Thomas Cuisine Management (referred to hereafter as "TCM") is the exclusive provider of all catering services at JUMP. Lessee shall not cause or permit any such products or services to be brought into or provided within the JUMP controlled facilities.

- A. No alcoholic beverages can be brought onto the JUMP premises unless arrangements have been made with JUMP/TCM.
- B. Share Studio Rentals may bring in items necessary for food preparation.
- C. NO Food or Drink is allowed in the Make Studio, Move Studio, or Play Studio.
 - Communal areas are available at JUMP for breaks.
 - ii. To reserve private areas with catering please discuss with your event coordinator.

Media & Marketing

The rental may use JUMP's location of 1000 W. Myrtle St., Boise, ID, plus room location, in promotion. If you are interested in using JUMP's logo, photos, or other JUMP marketing content to promote your event, please observe our Brand Guidelines found on our website at www.jumpboise.org in "Forms and Documents." Please send to our Creative Content Design Coordinator for approval at marketing@jumpboise.org.

JUMP will occasionally take photos and videos of events on-site. Lessee grants JUMP permission to use, edit, copy, publish, or exhibit in any and all publications and materials photographs and videos with event attendees' images or likeness without payment to Lessee.

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A. If Lessee chooses to opt-out please send a written notice, with this signed agreement, to the JUMP Rentals & Events Manager.

13. Parking

JUMP parking garage is paid public parking on levels 3 & 4 – ground level is by permit only, excepting 2 ADA spaces. The loading zone is for loading and unloading only and may not be used for parking. The garage is managed by Car Park USA 208-336-6597. Additional parking is available after 4:00 pm on weekdays and all-day Saturday and Sunday in the underground garage, also managed by Car Park USA.

14. Smoking

Smoking (including vaping and e-cigarettes) is prohibited in/on all areas of the JUMP facility, park, parking garages (this includes pathways through the park).

15. Vendor Policies

JUMP must approve all third-party vendors bringing fixtures, equipment or supplies to the premises; therefore, the Lessee is required to use only approved third-party vendors. If third-party vendors will be participating in any capacity, the Lessee is responsible for notifying JUMP in writing at least thirty (30) days prior to the rental and obtaining approval. JUMP requires all vendors to be properly oriented and trained before using/working in the JUMP facility.

16. Public Access

JUMP and the campus grounds are privately owned and publicly accessible. Many areas of the JUMP facility/grounds are accessible to the public during designated times; however, there are controls that can be put into place to redirect the public around the rental. If the Lessee requires additional privacy, it is their responsibility to discuss it with their coordinator.

17. Music/Noise

We encourage the use of music (both live and recorded); however, the music/noise level must meet the Boise City Code. Sound levels indoors may be played up to 95 DB. If complaints are filed from neighbors, businesses, or other parties, JUMP may require these levels to be reduced further.

18. Cleaning Procedures

The JUMP facility must be left in the condition it was found in order to receive a full cleaning deposit refund. The Lessee is responsible for the removal of all decorations, personal items, etc. the removal of which must occur without damaging the JUMP premises. Anything the Lessee brings in must be removed from the JUMP property, including items brought in by attendees of the event. Should the Lessee need special accommodation for the removal of property beyond the rental period, it is their responsibility for making special arrangements at least ten (10) days prior to the event. JUMP is not responsible for any property left behind by the Lessee, guests, attendants, vendors, or other agents and any such property shall be considered abandoned.

JUMP will be responsible for the breakdown of all JUMP provided tables, chairs, and audio/visual equipment. After each event JUMP will be responsible for vacuuming, sweeping, and mopping of the JUMP facilities. Any cleaning beyond will be deducted from the cleaning deposit. If the cost is higher than the cleaning deposit, the Lessee will be responsible for covering the additional cost. Additional cleaning includes but is not limited to carpet cleaning, repair of damages to JUMP property, removal of the Lessee's property.

19. Set Up | Decorations

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All layouts must be finalized 3 business days prior to the event; any changes to the layout made after will incur additional fees. All decorations must be pre-approved through JUMP. All property, decorations, and equipment should be delivered, set up, and removed during the agreed upon time in the reservation confirmation. Should the Lessee need earlier access, it may be arranged depending on availability for an additional fee. Staples, nails, tape that strips paint, or penetrating devices may NOT be used on any walls, ceilings, or other surfaces. Candles must be approved in advance by JUMP (and may require a permit, \$90, with the Boise Fire Department) and must be placed in non-flammable containers on table tops only and flames from the candle must be below the rim of the candle holder. Please ensure décor does not contain glitter or items smaller than a quarter.

20. Security | Safety

In order to ensure a safe and family friendly environment, JUMP prohibits weapons on site.

Security is required for events where alcohol is served, or events over two hundred (200) persons. Events with alcohol must have a least one (1) security guard for every one hundred (100) persons. Security guards are provided exclusively through the JUMP Security Team and billed at a rate of \$25.00 per hour per officer. No outside security is allowed at JUMP.

The blocking of exits, fire extinguishers, or any life/safety equipment is prohibited.

All attendees and representatives of Lessee are to conduct themselves in a professional manner and respect the staff, facility, and contents at all times. All safety regulations are to be maintained. Breaches of this policy will be directed to Lessee for immediate resolution. JUMP retains all rights to have problems resolved to management's satisfaction.

Lessee must comply with all applicable laws, rules, and regulations with respect to safety issues at all times while on the premises.

21. Force Majeure

The ability to execute this agreement by either party is subject to acts of nature, including but not limited to hurricanes, flooding, earthquakes, fires, as well as government interventions, staff disputes/strikes, civil disorders, terrorism, or other emergencies. Neither party to this rental agreement shall be liable for non-performance of any obligation under this agreement if such non-performance is caused by a Force Majeure.

22. Disturbances

It is understood and agreed upon by the Lessee should the Lessee, their group, attendants, vendors, or other agents violate any rules, policies, or cause damage to the JUMP property the event may, at any time, be terminated at the discretion of JUMP Management. If the event is terminated, the Lessee will forfeit any and all deposits and payments.

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23. Indemnity

The Lessee agrees to indemnify and hold JUMP, the building owners, officers, employees, and other agents harmless from any all claims, actions, suits, costs, damages, and liabilities resulting from a breach of this agreement, the negligent actions, willful misconduct or omissions of the Lessee, and their guests, contractors, attendees, vendors, or other agents.

I, the Lessee, have read and understand this event space rental agreement. I agree to abide by the policies, procedure, and guidelines set herein. I understand that if I, my group, my attendees, or my outside vendors do not comply with this agreement the event may be terminated by JUMP, and/or all deposits and payments made will be forfeit. I understand and agree to the responsibility/liability for any cost and/or damages exceeding the amount of the cleaning/damage deposit.

(M)	Twin Falls School Dist. #411						
Lessee Print	Organization	•					
Docusigned by: Michelle Lucas	Clerk of the Board	5/20/2019					
Lessee Signature	Position	Date					
Docubigned by: Cohun Innocent 550004181308443	5/2	21/2019	_				
Jack's Urban Meeting Place Rep., Title	Da	te					

Jack's Urban Meeting Place | 1000 W Myrtle St, Boise ID 83702 | 208.639.6610

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Janitorial Supply Bid Recap 1

•	Gen State Solay,	Man Jan	the Conice		Xay Pole			
QUANTITY	ITEM ITEM	DANITO	ORIAL SOP	PLIES BID'L	IST RECAP	SHEET		EXTENSION
5 each	Johnnie Mops	.67	(4)	,65	,57	NB	NB	WCP Solutions 41,60
6 cases	Betco-Kling or Sparkling by Spartan, 12 per case (NO SUBSTITUTES)	22,00	20.10	24.35	NB	NB	MB	WCP Solutions. 1527,60
3 cases	CSC Stain Remover, Shootout Spotter or Claire Carpet & Upholstery Spotter, 18 oz. can, 12 per case (NO SUBSTITUTES)	(33.84)	37,85	41.16	NB	NB	p)A	Gem State Paper 778,32
7 cases	3M Sym Floor Screens, 120 Grit, 19", 10 per case (NO SUBSTITUTES)	72.96	78.3 7	NB	NB	pB	NO	Gem State Propor
0-	Gym Floor Sealer, WP-36 Aqua Guard (Includes Cross Linker), 4-1 gal. per case, (NO SUBSTITUTES)	WB)	NA	NA -	NA	NA	MA:	
	Poly 275 gym floor finish, Johnson Diversey, #DIZ591536575%, 5 gallon cans (NO SUBSTITUTES)	(175.00)	195,00	NB	237.05	NB.	NB	Gem State Paper 7,700.00
-0-	Royal Vacuum bagspaper, 10/pack	(A)	NA	NA	NA	NA	-13H-	

Page 1

	Gens State Roker	The on your	All County	文 \ '	May Role			
QUANTITY	пем					1 1		EXTENSION
-0-	NSS Vacuum Bags, Micro filter bag, 10 bags/pack, #71-9-046-1	NA	Np	NA.	NA	NA	NA->	
√244 pkg.	Raven Bags, 10 quart Micro-lined filter, 10 bags/pack #10-0006	6.20	NO	6.20	NB	NB	NB	Hanson, 1,512,80
141 cases	GOJO Antimicrobial hand soap, 4-1 gal. per case (NO SUBSTITUTES)	27,50	29,30	30.88	39,94	NB	NB	Gem State Paper 3,877,50 Gem State Paper
11 cans	Consome liquid wastewater liquid waste treatment, (for grease traps), #SPA3102, 5 gal. cans (NO SUBSTITUTES)	60.50	NB	NB	NB	NB	1013	Gem State Paper
-0-	50# Barrels Ice Melt	NA	NA	-NA		PIP-	DA->	
3 cases	Pro's Choice SC200 Industrial Cleaner/Degreaser, 4-1 gal. per case (NO SUBSTITUTES)	40.34	ne	29.27	NB	NB	NB	#anson/ 87,81
-0-	Dirty water bucket, #9C74 (NO SUBSTITUTES)	NA	wa	NA	Ap-	NA-	-16-11->	
2 each	Rubbermaid Mop Buckets, plastic, #7570, 4 gal. (NO SUBSTITUTES)	29,925 W	35.55	NB	29 64	NB	NB	Gem State Paper
			Page 2					

	Gon Stake Paker	Hankson		All through Control	Central tools	7 ale		
QUANTITY	ITEM	Combo Pristos						EXTENSION
2 each	Rubbermaid Mop Wringers, #7575-88, 4 gal. (NO SUBSTITUTES)	(29,925)	53.87 50127 42	NB	105.85 J	N₽	NB	Gem State Paper
27 each	Straw Brooms, 1 1/4" handle, warehouse grade, (NO SUBSTITUTES)	9.89	7.00	NB	9,07	NB	NB	WCP Solutions 189,00
·-0-	Push Brooms, stiff bristles, 18", horsehair, steel center with heavy duty handle	(NA)	- NA	NA	-NA	NA	1019	
	Push Brooms, stiff bristles, 24", horsehair, steel center with heavy duty handle	(NA)	WA	NA	NA_	-NA	-NA>	
√ A cases	Dust Mops, 5" x 24" wide, 6 per case (all clothno paper)	6-33,48 11 1946-96	30 80	37.88	39.95	NB	NB	Gem State Paper
√3/6 cases	Dust Mops, 5" x 48" wide, 6 per case (all clothno paper)	6-49.80 19960 12 percuse	54.73	65,58	6999	NB	108	Gem State Paper
Scases	Dust Mops, 5" x 72" wide 6 per case (all cloth-no paper)	6-103.02 V 51,51 Sparrente	NB	123.76	135.29	NB	NB	Gem Stale Paper 309,06
-0-	Dust Mop Frame with handle, heavy duty, 24"	NÀ	NA	-NA	-NA	NA-	1111->	
		. \	Page 3					

	Genr State Porker	Hanson C. Highes	Marie Com.	All Awaria	Contrad Contrad			
QUANTI	TY ITEM							EXTENSION
-0-	Dust Mop Frame with handle, heavy duty, 48"	(NA)	NA	NA	NA	NA.	1111->	
-0-	Dust Mop Frame with handle, heavy duty, 72"	1 (PA)	PA	-NA	-NA	np-	- WA->	
-0- ;	Rubber Gloves, extra large, heavy duly, 12 per box	(Na)	XX	-NA	NA.	NA	MA >	
-0-	Rubber Gloves, large, heavy duty, 12 per box	(NA)	_NA	NA	NA.	NA	- NA >	
-0-	Rubber Gloves, small, heavy duly, 12 per box	NA	-NA	NA	NA-	NA	WP.	+
3 each	Doodle Bug Holder-hand held	8.30	NB	(4.82)	NB	NB	NB	Havison-
2 cases	Doodle Bug Scrubbing Pads, Brown 4 boxes per case	24.50	35,95	17,61	41 25	NB	713	14,46 Henson 35,22
-0-	Doodle Bug Scrubbing Pads, Blue 4 boxes per case	(NA)	NA	/VA	NA	-NA	-plp->	

-**79-**

	Gen Charle Baker	Koncon Chicago	Washe Com.	All Awarica Cakery	Central Rolly			
QUANTITY	ITEM	`					75.	EXTENSION
-0-	Doodle Bug Scrubbing Pads, White 4 boxes per case	(NA)	NA	NA	NA	-NA	NA-9	and the same of th
-0-	Doodle Bug Holder, screw on type	(MA)	NA	NA.	-NA	NA-	NA >	
多 ca>cs が boxes	AD per case Sponges, #74 with scratch pad, 4 x 6 x 1, 5 per box	Oox 5 - 3.35	805 276 11,05/cs	448	9.65	NB.	1015	WCP Solutions 52,44 55,25
193 each	Plastic Spray Bottles, 32 oz., heavy duty only (NO SUBSTITUTES)	. 35 Th	(39) A	98	,89 A11	NB	1013	WCP Solutions 75.27 WCP Solutions
/ 280 each	Regular Spray Nozzles, heavy duty only, for use with 32 oz. bottle (NO SUBSTITUTES)	. 62	(3)	498 (146)	,58	NB	NB	109,20
9 cans	Bravo Wax Stripper, 5 gal. cans, (NO SUBSTITUTES)	35.64	NB	NB)	54.02	NB.	MB	Gem State Poper
-0-	3M 19" Stripping Pads, Blue, 5 per case (NO SUBSTITUTES)	(NA)	NA	Nβ	NA	NA.	-NF->	
	3M 19" Stripping Pads, White, 5 per case (NO SUBSTITUTES)	NA	NA.	NA	NA	-NA	NA >	
			Page 5					

: :	Con to	Hancon V	Marke San Advisor	All Huranic	Ext.			
	Com Charle Box of	EX TORS	4 / 87	Ti Region	Cathyar to	2		
	A A A	1	(ANA)	The Case	Roll I			
				LE				
QUANTITY	ITEM						, .,	EXTENSION
21 cases	3M 19" Stripping Pads, Red, 5 per case (NO SUBSTITUTES)	(10.75)	11.50	NB	28,56	NB	NB	Gem State Paper 22575
19 cases	3M 19° Stripping Pads, Black, 5 per case (NO SUBSTITUTES)	(10.80)	11,73	NB.	29.36	N/B	NB	Gem State Paper
76 cases	Trash Can Liners, heavy duty, 23 x 24, .5 mil, Black, 500 per case	13.00	11,61	20 96	19.65	.22:00	12.40	
111 cases	Trash Can Liners, heavy duty, 30 X 36, 1 mil, Black, 250 per case	15.86	21.00	18,30	NB	20.68	(13.80)	Central Poly
394 cases	Trash Can Liners, heavy duty, 43" x 47", 2 mil, 100 per case, black or clear	22.50	24.66	27.08	34.60	22.20	(15.99)	6,300,06
1 each	Trash Cart, Brute, 44 gallon, #RUB264360	26,14 AI	22.00	MB	NB ?	NB	WB	WCP Solutions 22,00
5 each	Dolly, Brute (for trash cart above), #RUB2640	25.14	27.04	МЪ	3196	NB	NB	WCA Solutions 135,20
			19.20		75.30		-	WEP Solutions

	:	Gen State Paker	Konson Jo	Marke Com. Andrial	the tweetican Sukkly	Contral Balos			1
	QUANTITY	ITEM							EXTENSION
\checkmark	27 cases	Applecider Vinegar, white only, 4-1 gal. per case	6 gal. For case 18,12 12.08	14,25	NB	NB	NS.	WB	Gem State Paper
\checkmark	133 cases	Solution Classroom Wax, 25% solid, BSL13200005, 5 gal. per case (NO SUBSTITUTES)	49.76	NB	NP	Mm	NB	NB	Gem State Paper- 6,618.08
/	4 cases	Rubbermaid Wax Mop, 24 oz., Web foot finish large, WHT/BL 1" band, 6 per case	35,40	38,60	NB	NB	NE	DIM	Gem State Paper
√	61 cases	Wet Mops, 24 oz., cotton tied ends, #1 headband green, 6 per case	18.80	19,26	16.86	NB	Min	NB	Hanson 1,028.46
/		63" Metal Janitor wet mop handles, 1" x 63"L with 7" head, #937 (NO SUBSTITUTES)	13.45	13.40	NB	MB	NB	NB	WCF Solutions 507, 20 643,20
1		Optima Toilet Tissue, 2 ply, 48 per case, #AWP 580 (NO SUBSTITUTES)SPECIFIED QUANTITIES TO BE DELIVERED DIRECTLY TO EACH SCHOOL	38.45	NB	NB	NB	NB	NB	Gem State Raper
./		Toilet Tissue Dispensers to fit above brand (NO CHARGE WHEN TISSUE PURCHASED)	Purchase Na Na	NB	N G	NB	WB	NB	Gem State Paper

Page 7

	:	Gen State Caker	HOME ON CO.	Wate Sonia	All America Supple	Central Sicon Dold	Dale		
	QUANTITY	ITEM						-	EXTENSION
	**Note chg. spec. sht. 741 cases	Georgia Pacific, SofPul roll towels, #26470 white, 1000 ft. rolls, 6 rolls per case (NO SUBSTITUTES)—SPECIFIED QUANTITIES TO BE DELIVERED DIRECTLY TO EACH SCHOOL	43,50	46.23	NB	NB	NB	พด	Gern State Poper 32, 233,50
\checkmark	50 each	Towel Dispensers to fit above brand (NO CHARGE WHEN TOWELS PURCHASED)	6 15.00 27500	25.00 EM	NB	NB	NB	NB	Gen State Paper
\int	22 cases	Misty Chalkboard & Whiteboard Cleaner, #CLA CP074, 12 per case (NO SUBSTITUTES) 2.	29.60	3190	มธ	NB	NB	NB.	Gem State Paper
✓	5 each	Counter Brushes	5.94	3,00	4,17	NB	NB	NB	WCP Solutions 15,00
/	37 each	Dust wand-Lambswool duster, #312FH, Hygieia washable (NO SUBSTITUTES)	3,70	NB	4.72	3,23	NB	NB	Waxie Sanitary 119,51
	13 boxes	Gem State Laundry Detergent, 50 lb. box or Right Choice Laundry Soap, 40 lb. box (NO SUBSTITUTES)	25.65	NB BN	28.04	NB	NB	NB	Gem State Paper
√	41 cases	Bleach, 6-96 oz. per case	12.24	161.42	17.25 813 CHOT & EVEL	17.00	NB	NB	Gem State Paper 501,84

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• • • •	Gen State Baker	Have on Ta	Maxie San Jorgal	All Award Supple	Control Bold	(d		
QUANTITY	ITEM							EXTENSION
. 17 each	Steel 12" Dust Pans, commercial-heavy duty (NO SUBSTITUTES)	3,50	3.41	NB	4.68	NB	ND	WCP Solutions
10 cases	Pumus Sticks, 12 per case	20.90	NB	20,52	193 EACH 1930	NB	NB	Hanson 205,20
25 cases	Wax Bags for restroom disposals, 18", 250 per case	(10,95)	11.58	24.53	12.13	NC	NB	Gem State Paper 273,75
12 each	Sponge Mop & handle w/12 3/4 sponge head, #W/CAR40301 (NO SUBSTITUTES)	18.10	NB	NB	NB	NB	WB	Gem State Paper
-0-	Sponge head 12 3/4 refill for #CAR40301 (NO SUBSTITUTES)	NA	-NA	NA	NA -	NA	mA)	
15 each	Heavy duty Broom handlescrew in type, metal end, Commercial quality (NO SUBSTITUTES)	3.75	3,50 3,50	NB	NB	NB	WB	WCA Salutions \$2,50 84,00
√19 cases	Johnson Extractor Cleaner, 4-1 gal. per case (NO SUBSTITUTES)	39.10	39.15	NB	NB	NB	NB	Gem State Peper
√18 boxes	Scotch-Brite scrubbing pads, 3M, Green, 20 per box (NO SUBSTITUTES)	90x 10 4.80	G6X 70 4,75	NB	36,26	NB	NB	WCP Solutions 85,50

Page 9

	Gent State Roker	Hanson Jon	Make Court	All American	Contrad Rolls			
QUANTITY	ITEM							EXTENSION
3 boxes	Scotch-Brite scrubbing pads, 3M, White, 20 per box (NO SUBSTITUTES)	6.40	620	NB	47.87	NB.	NB	WCP Solutions
25 cases	Clear-View Window Cleaner, Aerosol glass cleaner or Pro Link, 12-22.5 oz. cans per case (NO SUBSTITUTES)	23.95	NB	19.34	10B	NB	NB	Hanson- 483,50
2 cases	PADCO gym floors, floor coater refill, 18", 6 per case (NO SUBSTITUTES)	55 40	NB	NB	NB	NB	NB	Gen State Papor
-0-	Steel Wastebaskets, 25 qt.	NA -	- IYA	NA	- P/A	-NK	WA.	
1 each	Indoor floor mats, Waterhog Premier, black smoke, 4' x 6', #297 (NO SUBSTITUTES)	116:15	111.82 An	NB	14547	NB	WB	WCA Solutions
√3 each	Indoor floor mats, Waterhog Premier, black smoke, 4' x 8', #297 (NO SUBSTITUTES)	173.23	17239	NB	NB	NB	NB.	WCP Solutions 516.72
-0-	Indoor floor mats, Waterhog Premier, black smoke, 4' x 10', #297 (NO SUBSTITUTES)	(Non)	nn	NA	-NA	n)n	-pr-y	
-0-	Indoor floor mats, Waterhog Premier, black smoke, 4' x 12', #297 (NO SUBSTITUTES)	(A)	- P/A	NA	NA-	NA	- W 19-1	
			Page 10	0 -	*			

• ;		Cent State Rapen	* AND TO STORY OF THE STORY OF	Marker Jan Land	All shore Sugar	Contrad.	Poly		
	QUANTITY	A A JITEM	- 1 .						EXTENSION
	-0-	Johnson Diversey Spitfire Power Cleaner, RTU, #5273518, 2 per carton (NO SUBSTITUTES	NA	_AA	NA-	NA	-NA	MA	
/	121 cartons	Johnson Diversey Restroom Floor & Surface non acid Disinfectant Cleaner, RTU, #3063437, 2 per carton (NO SUBSTITUTES	25.20	26,56	WB	3460	NB	NB	Gem State Paper
✓.	11 cartons	Johnson Diversey Glass and Multi Surface Cleaner, RTU, #3063402, 2 per carton (NO SUBSTITUTES)	31.48	31.72	NB	45,08	S	NB	Gem State Paper
\/	39 cartons	Johnson Diversey GP Forward General Purpose Cleaner, RTU, #3145408, 1 per carton (NO SUBSTITUTES)	(65 00)	67!1	00	89.5%	WB	พท	5 em State Appar 2,535,80
/	5 cartons	Johnson Diversey Stride Neutral Cleaner, RTU, #3063390, 1 per carton (NO SUBSTITUTES)	40.80	41.35	20	62,19	NB	WB	201,00
	10 cases	Hoses to fit the Johnson Diversey RTU items above, 12 per case (NO CHARGE WHEN PURCHASED WITH ITEMS ABOVE)	(NC)	NC	anz	NC	we.	NC.	Gem State-Auper
	-0-	Spartan Spray Furniture Polish, 12 per case	NÃ-	NA	MA	-NA	NA	₩ `	

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	•	Con State Color	Howsen	Maxie Son Lovid	AH Kineria Carpin	Certification policy	DO LE		
	QUANTITY	ITEM							EXTENSION
	-0-	Crystal clear oil based (oil only) dust mop treatment, 4 gal. per carton, #LAGAMRR811-4	NA	NA	AW	-NA	-NA	ASA >	
	2 cartons	Freeze Off gum remover, 12-6.5 oz. per carton, #DIV5628817	33.00	23.90	47,30	33,95	NB.	พล	WCP Salutions,
/	11 each	Squeegees, 18" with handle (for windows)	10.55	17.09	2150	(4,03)	NB	WB	Wayle Sanitary
√	10 each	Squeegees, 24" with handle (for windows)	18,90	NG	NB	NB	NB	WB	Gem State Paper
	-0-	Floor Squeegees, 24" with heavy duty handle	(NA)	NA	-NA	NA	-NP	NA>	
	73 boxes	HAS GL-N105FXL Nitrile examination gloves, extra large, 100 per box	4.75	<i>5</i> ,38	5.06	539	NB	NB	
	69 boxes	HAS GL-N105FL Nitrile examination gloves, large, 100 per box	4.75	\$.38	5.06	5.78	NB	NB	
\checkmark	24 cases	Bright Solutions stainless steel cleaner & polish, 12-15 oz. per case, #BSL9408	46.38	26.49	30,52	47,15	NB	NB	WCP Solictions 635.76

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	•	Gen State Park	Howsen	Motie Son to riad	AN Amenica Calling	Continue of the policy	73/4		
	QUANTITY	ITEM							EXTENSION
	-0-	Crystal clear oil based (oil only) dust mop treatment, 4 gal. per carton, #LAGAMRR811-4	NA	NA -	AW	-NA	-NA-	NA >	
$\sqrt{}$	2 cartons	Freeze Off gum remover, 12-6.5 oz. per carton, #DIV5628817	33.00	23.90	47,30	33,95	NB	NB	WCP Salutions
/	11 each	Squeegees, 18" with handle (for windows)	10.55	17.09	2150	4.03	NB	WB	Wayle Sanitary
√	10 each	Squeegees, 24" with handle (for windows)	18,90	NG	NB	NB	NB	WB	Gem State Paper
	-0-	Floor Squeegees, 24" with heavy duty handle	(NA)	NA	wn_	NA	-NP	NA>	
	73 boxes	HAS GL-N105FXL Nitrile examination gloves, extra large, 100 per box	4.75	5,38	5.06	539	NB	NB	
	69 boxes	HAS GL-N105FL Nitrile examination gloves, large, 100 per box	4,75	\$.38	5.06	5.78	NB	NB	
✓	24 cases	Bright Solutions stainless steel cleaner & polish, 12-15 oz. per case, #BSL9408	46.38	2649	30,52	47,15	NB	NB	WCP Solictions 635.76

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Janitorial Supply Recap 2

to to	Lindono Dackaging Col	`	ORIAL SUPF	PLIES BID L	LIST RECAP	SHEET		
QUANTITY	ITEM							EXTENSION
65 each	Johnnie Mops	NB	NB					
76 cases	Betco-Kiing or Sparkling by Spartan, 12 per case (NO SUBSTITUTES)	NB	WB					
23 cases	CSC Stain Remover, Shootout Spotter or Claire Carpet & Upholstery Spotter, 18 oz. can, 12 per case (NO SUBSTITUTES)	NB	NB					
27 cases	3M Gym Floor Screens, 120 Grit, 19", 10 per case (NO SUBSTITUTES)	NB	WB					
-0-	Gym Floor Sealer, WP-36 Aqua Guard (Includes Cross Linker), 4-1 gal. per case, (NO SUBSTITUTES)	-NA	All				>	
44 cans	Poly 275 gym floor finish, Johnson Diversey, #DIZ591536575%, 5 gallon cans (NO SUBSTITUTES)	NB	MB					
-0-	Royal Vacuum bagspaper, 10/pack	-NA-	-WH-	* A Silver of the same of the		Mark Anni Africa Charles and the Control of Africa	Marian and a second	

Page 1

12 - 32	Lingerton Rating Corp.							
QUANTITY	ITEM							EXTENSION
-0-	NSS Vacuum Bags, Micro filter bag, 10 bags/pack, #71-9-046-1	-NA	NA	And the state of t	Marie Control of the		X	. 1.
244 pkg.	Raven Bags, 10 quart Micro-lined filter, 10 bags/pack #10-0006	108	NB					
141 cases	GOJO Antimicrobial hand soap, 4-1 gal. per case (NO SUBSTITUTES)	WB	MB					
11 cans	Consome liquid wastewater liquid waste treatment, (for grease traps), #SPA3102, 5 gal. cans (NO SUBSTITUTES)	NB	NB		-			
-0-	50# Barrels Ice Melt	-WA	NA	anna aga ga aga ag ag ag ag ag ag ag ag ag	ige van	erre - northinastic derina errendiske gestera samp	9	-
3 cases	Pro's Choice SC200 Industrial Cleaner/Degreaser, 4-1 gal. per case (NO SUBSTITUTES)	NB	NB		-	-		
-0-	Dirty water bucket, #9C74 (NO SUBSTITUTES)	-NA	-NA	e anticommission de la commissión de la	м а техносого се с е разговане гранска	AND THE PERSON OF THE PERSON OF THE PERSON	>	
2 each	Rubbermaid Mop Buckets, plastic, #7570, 4 gal. (NO SUBSTITUTES)	NB	NB Page 2			71000		

He Au	Historical Packaging (8)							
QUANTITY	ITEM							EXTENSION
2 each	Rubbermaid Mop Wringers, #7575-88, 4 gal. (NO SUBSTITUTES)	NB	NB					
27 each	Straw Brooms, 1 1/4" handle, warehouse grade, (NO SUBSTITUTES)	NB	NB					
-0-	Push Brooms, stiff bristles, 18", horsehair, steel center with heavy duty handle	NA	MÀ	Waster Str., Company of the Company	and the same of th		>	
-0-	Push Brooms, stiff bristles, 24", horsehair, steel center with heavy duty handle	NA	MA	Annual or the second se	AND THE RESIDENCE OF THE PARTY	No Academies III, e in insurante the rifter from a	Name of Spirit and American and the Company	
6 cases	Dust Mops, 5" x 24" wide, 6 per case (all clothno paper)	NB	NB					
6 cases	Dust Mops, 5" x 48" wide, 6 per case (all clothno paper)	nB.	NB					
3 cases	Dust Mops, 5" x 72" wide, 6 per case (all clothno paper)	NB	NB					
-0-	Dust Mop Frame with handle, heavy duty, 24"	-NA	- PA	usan senila erip Valor ah 4 at up o phakalaya	manager was and my as an or -		7	

Page 3

	Linger Works of Rack of Many	Corp. Corp.						
QUANTITY	ITEM							EXTENSION
-0-	Dust Mop Frame with handle, heavy duty, 48"	NA	NA	and the stronger of the fellow transcension and community		alan mananan mangar		
-0-	Dust Mop Frame with handle, heavy duty, 72"	100	WA-	of the west of the contrast of the second second	Market - I - I - I - I - I - I - I - I - I -	1. J. San S. S. S. S. San Street, Stre		
-0-	Rubber Gloves, extra large, heavy duty, 12 per box	-NA	MA	manania wakaninika samua mw	THE RELEASE THE TRANSPORT	St. S. St. St. Section States in the high section selection)	:
-0-	Rubber Gloves, large, heavy duty, 12 per box	WA	- PVA	ann -, 1779) 1988-ann an America	Employee to the employee seems	with the Market State and American State of the State State of the State of	and the second second second	
-0-	Rubber Gloves, small, heavy duty, 12 per box	-NA-	-NA	enne amainn aire da phríos i annailte dh'fheile an	er enterfren i al judasjan is Miller	yla tirak yan masa kata atauta ta a a		
3 each	Doodle Bug Holderhand held	NB	NB					
2 cases	Doodle Bug Scrubbing Pads, Brown 4 boxes per case	NB	NB					
-0-	Doodle Bug Scrubbing Pads, Blue 4 boxes per case	na na	-NA					

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	Thise way of a factoring to	25.						
QUANTITY	ITEM							EXTENSION
-0-	Doodle Bug Scrubbing Pads, White 4 boxes per case	NA	NA					
-0-	Doodle Bug Holder, screw on type	-MA	-NA	TO THE REST OF THE PROPERTY OF	And the second section of the second		—	
19 boxes	Sponges, #74 with scratch pad, 4 x 6 x 1, 5 per box	NB	NB					
193 each	Plastic Spray Bottles, 32 oz., heavy duty only (NO SUBSTITUTES)	NB	AN					
280 each	Regular Spray Nozzles, heavy duty only, for use with 32 oz. bottle (NO SUBSTITUTES)	NB	WB				`.·	
9 cans	Bravo Wax Stripper, 5 gal. cans, (NO SUBSTITUTES)	NB	NB					
-0-	3M 19" Stripping Pads, Blue, 5 per case (NO SUBSTITUTES)	NA	MA			The Management of the Control of the	<u> </u>	
-0-	3M 19" Stripping Pads, White, 5 per case (NO SUBSTITUTES)	-pa	-46	on a contract to the contract of the contract	a man man a many mand and thinking to do	sa stewares a	· · · · · · · · · · · · · · · · · · ·	

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	Hiter or Rayaging	Comp.					
QUANTITY	ITEM						EXTENSION
21 cases	3M 19" Stripping Pads, Red, 5 per case (NO SUBSTITUTES)	NB	ND				ti dilicità menonente
19 cases	3M 19" Stripping Pads, Black, 5 per case (NO SUBSTITUTES)	NB	NB				ALAN, LINES (1) ALAN A
 76 cases	Trash Can Liners, heavy duty, 23 x 24, .5 mil, Black, 500 per case	(11.18)	WB			-	Interboro Pkg. 849,68
111 cases	Trash Can Liners, heavy duty, 30 X 36, 1 mil, Black, 250 per case	17.18	17.20				
394 cases	Trash Can Liners, heavy duty, 43" x 47", 2 mil, 100 per case, black or clear	24.18	17.65				
1 each	Trash Cart, Brute, 44 gallon, #RUB264360	NB	WB		-		
5 each	Dolly, Brute (for trash cart above), #RUB2640	NB	NB				
10 each	Brute Rim Caddy, Yellow (for spray bottles), (fits on 44 gal.) #RUB9W87	NB	NB	-		-	

	Thereono Paradina Con	Len's				
QUANTITY	ITEM					EXTENSION
37 cases	Applecider Vinegar, white only, 4-1 gal. per case	NB	NB			:.
133 cases	Solution Classroom Wax, 25% solid, BSL13200005, 5 gal. per case (NO SUBSTITUTES)	NB	NB			
4 cases	Rubbermaid Wax Mop, 24 oz., Web foot finish large, WHT/BL 1" band, 6 per case	NB	NB			
61 cases	Wet Mops, 24 cz., cotton tied ends, #1 headband green, 6 per case	NB	NB.			
38 each	63" Metal Janitor wet mop handles, 1" x 63"L with 7" head, #937 (NO SUBSTITUTES)	NB	WB			-
**Note chg. spec. sht. 696 cases	Optima Toilet Tissue, 2 ply, 48 per case, #AWP 580 (NO SUBSTITUTES)SPECIFIED QUANTITIES TO BE DELIVERED DIRECTLY TO EACH SCHOOL	NB	NB			
40 each	Toilet Tissue Dispensers to fit above brand (NO CHARGE WHEN TISSUE PURCHASED)	NB	NR			

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	Hiteraporo Rackadina &	Cont.				
QUANTITY	ITEM				,	EXTENSION
**Note chg. spec. sht. 741 cases	Georgia Pacific, SofPul roll towels, #26470 white, 1000 ft. rolls, 6 rolls per case (NO SUBSTITUTES)—SPECIFIED QUANTITIES TO BE DELIVERED DIRECTLY TO EACH SCHOOL	NB	NB			
50 each	Towel Dispensers to fit above brand (NO CHARGE WHEN TOWELS PURCHASED)	WB	NB			
22 cases	Misty Chalkboard & Whiteboard Cleaner, #CLA CP074, 12 per case (NO SUBSTITUTES)	MB	NB			
5 each	Counter Brushes	NB	NB			
37 each	Dust wandLambswool duster, #312FH, Hygieia washable (NO SUBSTITUTES)	WB	WB			
13 boxes	Gem State Laundry Detergent, 50 lb. box or Right Choice Laundry Soap, 40 lb. box (NO SUBSTITUTES)	NB	WB			
41 cases	Bleach, 6-96 oz. per case	NB	NB			

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		Thereon Backaging	20,						
	QUANTITY	ITEM		, ;					EXTENSION
. 1	17 each	Steel 12" Dust Pans, commercial-heavy duty (NO SUBSTITUTES)	NB						
1	10 cases	Pumus Sticks, 12 per case	NB			,			
2	25 cases	Wax Bags for restroom disposals, 18", 250 per case	NB					-	-
, 1	12 each	Sponge Mop & handle w/12 3/4 sponge head, #W/CAR40301 (NO SUBSTITUTES)	NB						
_	-0-	Sponge head 12 3/4 refill for #CAR40301 (NO SUBSTITUTES)	-71-7A,-		i i	NAMES IN THE PROPERTY OF THE P	and the second s	- 9	
1	15 each	Heavy duty Broom handle-screw in type, metal end, Commercial quality (NO SUBSTITUTES)	MB						
1	19 cases	Johnson Extractor Cleaner, 4-1 gal. per case (NO SUBSTITUTES)	NB						
. 1	18 boxes	Scotch-Brite scrubbing pads, 3M, Green, 20 per box (NO SUBSTITUTES)	NB						

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	The Road of the State of the St	32.						
		2						
QUANTITY	ITEM							EXTENSION
3 boxes	Scotch-Brite scrubbing pads, 3M, White, 20 per box (NO SUBSTITUTES)	NB						
25 cases	Clear-View Window Cleaner, Aerosol glass cleaner or Pro Link, 12-22.5 oz. cans per case (NO SUBSTITUTES)	MB			-			
2 cases	PADCO gym floors, floor coater refill, 18", 6 per case (NO SUBSTITUTES)	NB						
-0-	Steel Wastebaskets, 25 qt.	10 A-	AND	e entre entr	and design a second on the second of the second	e ann Chinese i a ann ann an Taille (Chinese Carlos). I		
1 each	Indoor floor mats, Waterhog Premier, black smoke, 4' x 6', #297 (NO SUBSTITUTES)	NB						
3 each	Indoor floor mats, Waterhog Premier, black smoke, 4' x 8', #297 (NO SUBSTITUTES)	WB						
-0-	Indoor floor mats, Waterhog Premier, black smoke, 4' x 10', #297 (NO SUBSTITUTES)	-10A	and the second s	and the second section of the contract of the	t de man el fina en en en en en	The state of the state of the state of	· Compression of the contraction	
	Indoor floor mats, Waterhog Premier, black smoke,	-WA	- AND THE PARTY OF		and the second second			

	Window Rackoging	CONDI						
QUANTITY	ITEM	1.: 1					EXTENSION	1
-0-	Johnson Diversey Spitfire Power Cleaner, RTU, #5273518, 2 per carton (NO SUBSTITUTES	-NA	and the second s		The second secon			
121 cartons	Johnson Diversey Restroom Floor & Surface non acid Disinfectant Cleaner, RTU, #3063437, 2 per carton (NO SUBSTITUTES	ND				,		
11 cartons	Johnson Diversey Glass and Multi Surface Cleaner, RTU, #3063402, 2 per carton (NO SUBSTITUTES)	NB						-
39 cartons	Johnson Diversey GP Forward General Purpose Cleaner, RTU, #3145408, 1 per carton (NO SUBSTITUTES)	NB		-				
5 cartons	Johnson Diversey Stride Neutral Cleaner, RTU, #3063390, 1 per carton (NO SUBSTITUTES)	NB						
10 cases	Hoses to fit the Johnson Diversey RTU items above, 12 per case (NO CHARGE WHEN PURCHASED WITH ITEMS ABOVE)	NB			-			
-0-	Spartan Spray Furniture Polish, 12 per case	~PH-	and the second second	to the second section of the second second section of the second sec				

	Thereono back oding	TONP' CONP'						
QUANTITY	ITEM				,			EXTENSION
-0-	Crystal clear oil based (oil only) dust mop treatment, 4 gal. per carton, #LAGAMRR811-4	1017-	and the state of t		an al 1770 managan a propinsi sa		-	
2 cartons	Freeze Off gum remover, 12-6.5 oz. per carton, #DIV5628817	NB						
11 each	Squeegees, 18" with handle (for windows)	NB						
10 each	Squeegees, 24" with handle (for windows)	MB				-	-	
-0-	Floor Squeegees, 24" with heavy duty handle	NA		4 Jan		and the second party association when the second a second of	<u> </u>	
.√73 boxes	HAS GL-N105FXL Nitrile examination gloves, extra large, 100 per box	3,58)						Interbora Pkg, 261.34 Interbora Pkg,
69 boxes	HAS GL-N105FL Nitrile examination gloves, large, 100 per box	3,58						Interboro PKg. 247.02
24 cases	Bright Solutions stainless steel cleaner & polish, 12-15 oz. per case, #BSL9408	NB						

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Kagan Professional Development

Event: 28353

August 5-6, 2019, Twin Falls, ID

Sent: January 30, 2019

Page: 1



This is an understanding and agreement between:

Kagan Professional Development (Kagan) 981 Calle Amanecer San Clemente, CA 92673-2008

Sawtooth Elementary School 1771 Stadium Blvd Twin Fails, ID 83301-4248

Federal Tax ID: 33-0593901

Kagan will present the following event:

I. Topic: Kagan Cooperative Learning Day 1 & 2

II. Date(s): August 5-6, 2019

III. Total Day(s): 2 IV. Time: 8:30am-3:45pm

V. Location: Pillar Falls Elementary School

Sawtooth Elementary School agrees to:

- I. Guarantee a minimum 45 participants @ \$349.00 per person.
- II. Pay the guaranteed participant fee if this event is cancelled within 30 days of its start date.
- III. Sign and submit this Letter of Agreement along with an approved purchase order to Kagan at least 30 days prior to the start date of your event.
- IV. Provide Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your
- V. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping costs incurred.

 VI. Arrange a training site for the event with equipment to be eligible for a Kagan Host Bonus.
- VII. Arrange for room set up per enclosed diagram. (Kagan will arrange when the site is booked by Kagan.)
 - 1. Ensure that arrangements are in order the day before the event.
 - 2. Provide the following equipment:
 - i. Tables and chairs
 - ii. LCD projector and table, podium, extension cord with power strip, and screen (minimum 8' x 8'). iii. Platform for presenter for groups over 50 iv. Display tables for book and material sales at the event

 - v. Lavaliere wireless microphone and sound system for over 50 participants
 - vi. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
 - vii. Flip chart and markers (if applicable)
- VIII. Provide one facilitator (usually the host of the event) for every 50 participants to assist with registration check in. (Please note these facilitators are not paid a helper bonus). They will be responsible for the following duties:
 - Registration check in and handing out course materials
 - 2. Refreshment set up and clean up, if applicable
- IX. Market the event:
 - 1. Distribute flyers to all local schools and districts
- 2. Strongly promote the event to reach a maximum number of participants
- X. Receive and store workshop materials.

Event: 28353

August 5-6, 2019, Twin Falls, ID

Sent: January 30, 2019

Page: 2

- XI. Provide helpers for the Kagan sales display. Your Workshop Coordinator will determine the number of sales helpers eligible to receive reimbursement for this event. Helpers will process sales orders during the workshop, and assist with the set-up and tear down of the display itself. Helpers must be available before and after the workshop and during breaks and lunch. Pre-authorized sales display helpers will be reimbursed \$100 per day (not to exceed \$200 per event) in the form of a check, or \$150 per day in Kagan materials (not to exceed \$300 per event). The Sales Helper Form must be completed and returned to Kagan within 30 days of the last day of the event for reimbursement. Please review the helper checklist in the Host Packet for full details.
- XII. Collect a completed Evaluation Form from each participant:
 - Keep the white copy for your records
 - 2. Forward the yellow copy to Kagan in the envelope provided with the "Return Pack Information"

3. Give the pink copy to the presenter

XIII. Return all required registration materials to Kagan after the event, i.e. registration lists and registration forms. XIV. Return unused course materials in excess of the guaranteed minimum of 45 participants to Kagan after the event.

Sawtooth Elementary School will be charged a fee equivalent to a 1-day workshop registration fee for each set of course materials not returned to Kagan.

- XV. Comply with the terms of Kagan's Copyright: https://www.KaganOnline.com/copyright. Sawtooth Elementary School agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification. XVI. Collect a completed registration form from each participant in order to verify attendance and provide each
- participant a certification of completion.

Kagan agrees to:

I. Ship to and from event, both event course materials and sales items for purchase.

II. Provide each paid participant with a (BKCLW, NKWB1v12, NKWB2v12, NKAP2, EMPS) Kagan Cooperative Learning Textbook, Cooperative Learning Course Workbooks Days 1 & 2 v.12, Action Plan 2: Kagan Cooperative

Learning, Mix-Pair-Share Software.

- III. Award a Kagan Host Bonus which includes \$500 of Kagan-produced materials for providing a training room site at no cost to Kagan. If a Host Bonus is earned, Sawtooth Elementary School will receive a certificate that must be used within 60 days of the date of the event. All purchase are subject to shipping charges of 10% as well as any applicable sales/GST taxes. Host Bonuses may not be used towards registration fees or as payment on existing Kagan invoices.
- IV. Award each pre-approved sales display helper \$100 per day (not to exceed \$200 per event) in the form of a check, or \$150 per day in Kagan materials (not to exceed \$300 per event). In order to be eligible for reimbursement, sales helpers must process sales orders during the workshop, and assist with the set-up and tear down of the display itself. Helpers must be available before and after the workshop and during breaks and lunch. The Sales Helper Form must be completed and returned to Kagan within 30 days of the last day of the event for reimbursement. Please review the helper checklist in the Host Packet for full details.
- V. Provide Sawtooth Elementary School with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if invoice is required by a specific date.

Both parties understand that:

- I. Sawtooth Elementary School may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put event date on the purchase order to ensure a
- II. All checks will be made out to Kagan; all profits will go to Kagan. Payment to be made upon completion of event and within thirty (30) days receipt of Kagan's invoice.
- III. It is agreed by Sawtooth Elementary School that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- IV. Overpayments may be issues a credit coupon that can be used for prior, current, or future professional development, and/or product at the customers direction. Refunds by check will be made at customer's request.
- V. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial

Event: 28353	August 5-6, 2019, T	win Falls, ID	Sent: January 30, 2019	Page: 3				
responsibilit	y to Sawtooth Elemen	tary School for the re-	sults of the cancellation.					
Required Billing I	nformation (Host scho	ol/district to complete)					
Yes No	This agreement must receive board approval. Yes No							
If yes, date appro	ved:							
The billi	ng contact is different	from the Host as liste	d in the above Letter of Agree	ment.				
•	nplete the following:	0, 1, 1						
Billing Contact Na	ame: Sheila	Rinehart						
Title:				 				
Billing Address: _	201 Main	Avenue W.						
	Twin Falls	, ID 83301		·				
Phone: 208	-733-6900	Fax:20	8-733-6987					
Email:rin	ehartsh@tfs	ed.org		,				
To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan. Agreed to and accepted by:								
(Signature) Kagan Professio	nal Development	<u>Director of Worksho</u> (Title)	ps & Graduate Programs	<u>January 30, 2019</u> (Date)				
(Signature) Sawtooth Eleme	Cimbo	Principal (Title)		2/14/2019 (Date)				

Quote 3370



Kagan Event Quote January 24, 2019

District Per-Participant			
Description	Quantity	Amount	Est Total
Cooperative Learning 2-Day Workshop Date(s): August 5-6, 2019	45	\$349.00	\$15,705.00
Total:	m reasonable contract		\$15,705.00
September of the septem	CONTROL PROPERTY CONTROL CONTROL CONTROL CONTROL	UTUTACIONARANIA KASP-SYGULAGISSÍ	kan anarana samenana saman sama ma

Kagan Professional Development · 981 Calle Amanecer, San Clemente, CA 92673

Event: 28547

August 5 - 6, 2019, Twin Falls, ID

Sent: March 4, 2019

Page: 1



This is an understanding and agreement between:

Kagan Professional Development (Kagan) 981 Calle Amanecer San Clemente, CA 92673-2008 Morningside Elementary School 701 Morningside Dr Twin Falls, ID 83301-7069

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 1 & 2
- II. Date(s): August 5 6, 2019
- III. Total Day(s): 2
- IV. Time: 8:30am-3:45pm
- V. Location: Morningside Elementary School

Morningside Elementary School agrees to:

- Pay the consulting fee of \$12,746.00 for a maximum of 30 participants from Morningside Elementary School and 30 participants from Rock Creek Elementary School only.
- II. Purchase the Cooperative Learning Textbook (BKCLW), the Cooperative Learning Course Workbook Days 1 & 2 (NKWB1 & NKWB2), and the Mix-Pair-Share Software (EMPS) for each participant at \$44.00 per person, plus any applicable sales tax. This is an additional course materials fee, not included in aforementioned consulting fee.
- III. Participants attending from outside Morningside Elementary School and Rock Creek Elementary School must pay \$349.00 per person (unless prior written approval is obtained from Kagan).
- IV. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
 - For events which require the purchase of course materials, please note that these materials will be billed by Kagan Publishing (FEIN: 33-0378218). All other expenses related to the event will be billed by Kagan Professional Development (FEIN: 33-0593901).
- V. Contact Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VI. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
- VII. If the workshop is cancelled by Morningside Elementary School with at least 3 days notice, and reschedules the workshop to occur within three months of the original workshop date, Kagan will waive all expenses already incurred by Kagan. If the workshop is cancelled with 3 or fewer days notice, or is not rescheduled to occur within three months of the original workshop date, and Kagan has incurred travel and/or shipping expenses, Morningside Elementary School will reimburse Kagan for the expenses incurred. If Kagan cancels the workshop for any reason, Morningside Elementary School will not be responsible for any expenses incurred by Kagan.
- VIII. Provide a location to have the workshop.
- IX. Provide the following:
 - Tables and chairs

Event: 28547

August 5 - 6, 2019, Twin Falls, ID

Sent: March 4, 2019

Page: 2

2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')

3. Platform for presenter for groups over 50

4. Lavalier wireless microphone and sound system for over 50 participants

Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.

6. Flip chart and markers (if applicable)

X. Comply with the terms of Kagan's Copyright: https://www.KaganOnline.com/copyright. Morningside Elementary School agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.

 Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.

Kagan agrees to:

I. Provide consulting services.

II. Provide workshop materials for the instructor and participants that attend each day. Any materials in

excess of attending participants will be sent back to Kagan.

III. Reimburse pre-approved sales helpers. The Workshop Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Workshop Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will receive \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the Workshop Sales Helper Form for full details.

IV. Provide Morningside Elementary School with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.

Both parties understand that:

- I. Morningside Elementary School may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
- II. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 - 1. Content shall include: Kagan Cooperative Learning Day 1 & 2

2. Grade Levels: K-5

- III. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Workshops and Graduate Programs prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
- IV. Advertising of any sort, printed or electronic, must be approved by Nancy Murray, the Director of Workshops and Graduate Programs before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.
- V. It is agreed by Morningside Elementary School that the presenter will administer a one-page Course Evaluation form to each participant. Morningside Elementary School will return all completed evaluations to Kagan.
- VI. It is agreed by Morningside Elementary School that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- VII. Over-payments may be issued a credit coupon that can be used for prior, current, or future professional development, and/or product at the customer's discretion. Refunds by check will be made at customer's

Event: 28547	August 5 - 6, 2019, Twin F	alls, ID	Sent: March 4, 2019	Page: 3			
war, govern transportati perform as liability. In t reschedule	nmental authority, terroris on to or from the workshi originally contracted und he very extraordinary ins	it attacks in or ne op site) make it i er this Agreeme tance that an ev	ear the workshop site, or llegal, impossible, or unr nt, Kagan may terminate ent must be cancelled by	easonable for the trainer to			
Required Billing	Information (Host school	district to compl	ete)				
X	eement must receive boa	ard approval.					
If yes, date appro	oved: March 11	± 2019					
X The billi	ng contact is different fro	m the Host as lis	ted in the above Letter o	of Agreement.			
If yes, please co	mplete the following:		•				
Billing Contact Name: Twin Falls School Bistnict - Naomi Briggs							
Billing Contact N	ame: \win rai	155 school	District - Na	omi Briggs			
Title: Accou	ents Payable	· 	briggsna	etfsd.ong			
Title: Accou	ents Payable	· 	briggsna	etfsd.ong			
Title: Accou	ents Payable	Ave. W	briggsna	etfsd.ong			
Title: Accou	ents Payable 201 Main in Falls Id	Hve. W 83301	briggsna	etfsd.ong			
Billing Address: Tub Phone: 208 -	ents Payable 201 Main in Falls Id	Ave, W 83301 Fax:2	briggsna 28 - 733 - 540	etfsd.ong			
Billing Address: Tuo Phone: 208 Email: 100	ents Payable 201 Main in Falls Id 733-6507 pt@tfsd.org	Ave. W 83301 	briggsna 28-733-540 urmi@HSd.0	etfsd.ong			
Billing Address: Too Phone: 208 Email: 100 To indicate your	ents Payable 201 Main In Falls Id 733-6507 Of the third or of third or of the	Ave. W 83301 	briggsna 28-733-540 urmi@HSd.0	etfsd.ong			
Billing Address: Tub Phone: 208 Email: 100 To indicate your to Kagan.	ents Payable 201 Main In Falls Id 733-6507 Of the third or of third or of the	Ave. W 83301 	briggsna 28-733-540 urmi@HSd.0	etfsd.ong			
Billing Address: Tub Phone: 208 Email: 100 To indicate your to Kagan.	ents Payable 201 Main In Falls Id 733-6507 Of the third or of third or of the	Ave. W 83301 	briggsna 28-733-540 urmi@HSd.0	etfsd.ong			

(Signature) Morningside Ele	August 5 - 6, 2019,	Twin Falls, ID (Title)	Sent: March 4, 2019	Page: 4 Mach 5, 2019 (Date)

Latinos in Action

MEMORANDUM OF UNDERSTANDING

Between the Twin Falls School District #411 and Latinos in Action

The mission of Latinos In Action is to empower Latino youth to lead and strengthen their communities.

We achieve this through culturally responsive social emotional learning, college and career readiness, and leadership development.

The Latinos In Action (LIA) model has proven effective in classrooms throughout the United States. When the program is implemented with fidelity, students gain the self-awareness and self-management skills necessary to succeed in education and in life. They become leaders in their communities by rendering service and utilizing their cultural assets.

Having the support of the school district where LIA classrooms are implemented is essential to the continuing growth, sustainability, data analysis, and outcomes of LIA.

In order to implement the LIA program with fidelity, Latinos In Action and Twin Falls School District #411 agree to the following:

LATINOS IN ACTION

Latinos In Action will provide the following resources and services:

LAUNCHING LIA SUPPORT

PHASE 1 - On-boarding

Initial Launch Meeting

Please ensure the following individuals are present:

- School administrators
- 2-3 potential teachers
- · A school counselor
- Elementary principal and reading coach/literacy specialist
- 2. Memorandum of Understanding

LIA staff and Twin Falls School District #411agree upon and sign a Memorandum of Understanding.

Planning Meeting

After the MOU is signed, LIA staff visit or conference call with an administrator, a counselor, and the LIA teacher to plan the implementation steps.

PHASE 2 - New Teacher Orientation

- 1. Online Training Module and video conference call with LIA staff
- 2. Summer Educator Institute

PHASE 3 - Elementary School Partnership

 LIA staff meet with LIA teacher and elementary liaison to establish the tutoring partnership

PHASE 4- Founder Visits

1. Early in Year 1, Dr. Jose Enriquez presents to the LIA classes to set expectations and motivate students.

PHASE 5 - Program Materials, Assistance, and Training

- 1. College + Career Readiness Curriculum
 - 75 lesson Plans for High School; 70 Lesson Plans for Middle School/Junior High
 - Unit plans
 - · Links to additional online resources
 - · Crosswalk detailing fulfillment of State Core and WIDA standards
 - · Continually improved curriculum
 - Targeted EL help
 - · Project-Based Unit Assessments

2. Technical Assistance

Regional Program Manager provides the following:

The LIA Regional Program Manager works to implement LIA programming with fidelity in LIA partner schools and districts for a specified region. S/he conducts the New Teacher Orientation, supports the teacher throughout the year, helps connect schools with community partners, and provides other local resources and support.

- · Program Manual and implementation materials
- Access to LIA staff for support
- Annual LIA Youth Leadership Conference

(If a conference is held within a reasonable distance or the district/school chooses to pay travel costs)

Full-day celebration and workshops on college campus

- Access for students to apply for LIA scholarships and to participate in writing, visual and dance competitions and other organization-wide activities.
- Educator Institute
 (District/School pays travel costs)
 Innovative 2-day LIA teacher training held annually in Utah and Florida
- Annual LIA Youth Leadership Boot Camp (For LIA Presidency)
 (If a conference is held within a reasonable distance or the district/school chooses to pay travel costs)
 - Multi-day, professional training
 - · Lodging, Meals, T-shirts, Recreational Activities

5. LIA Teacher Newsletter

 Bi-monthly program announcements, teacher and student resources, volunteer opportunities, etc.

Twin Falls School District #411

The best LIA schools are those who receive support from school district personnel. These school district representatives assist LIA in maintain program fidelity at each school and can help schools find the resources necessary to sustain LIA on an annual basis.

- 1. Financial Support
 - · Start up and annual School Membership Fees
 - Busing or othere district approved transportation to elementary schools and LIA conferences
 - Substitute teacher(s) for each LIA teacher 1x/semester for a collaboration day
 - · Activities budget for each participating school
- 2. Administrative Support:

District will assign a district-level person to act as the District Liaison

3. Data Support:

Allows LIA to conduct pre and post teacher and student outcome surveys to ensure the fidelity of the LIA program. Survey results and measuring instrument shared with the school district upon request. The Twin Falls School District #411 will work with LIA to formulate a data sharing agreement.

IMPLEMENTATION

Currently, the Twin Falls School District #411 intends to implement the LIA program at the following schools:

1. CRHS

A request to implement the LIA program at additional schools within the district must be approved in writing by LIA and the Twin Falls School District #411 prior to program implementation at the new school(s). Any additional school approvals must be attached to this agreement as an amendment.

INDIVIDUAL SCHOOL INVOLVMENT

Program Implementation

Each LIA classroom commits to the following:

- 1. Operate as a yearlong elective course with a maximum capacity of 30 students.
- Understanding and agreement by the teacher, counselors, and school administration that LIA is not be utilized as a remedial course, an ELD class, or a language class.
- Understanding by the teacher, counselors, and school administration that being bilingual
 is NOT a requirement to participate in the class; however, they will strive to have the
 class composition be represented by Latino students (80% Latino representation
 preferred).
- Avoidance of political ideology. It should NOT be taught in LIA classrooms; the focus is personal cultural assets, education, service, and leadership.
- The Latinos In Action model, curriculum, and brand are trademarked and may only be used through a subscription with Latinos In Action.
- Highly Qualified teacher: A certified teacher, not a paraprofessional. Chosen with advisement of the LIA administrative staff by June 1 prior to the start of the school year.
 - The LIA teacher and administration agrees to immediately inform LIA staff if/when the LIA instructor is replaced with another teacher
 - This teacher will complete LIA's "New Teacher Orientation" and will also attend the annual Educator Institutes
 - · The LIA teacher agrees to respond in a timely manner to LIA request

7. Four Essentials:

- A. The LIA class composition should include academic diversity. The following 30/40/30 ratio is preferred but not required:
 - · 30% of students who are advanced learners
 - · 40% of students who are traditional learners
 - 30% of students who may need personalized academic support

B. Weekly tutoring

During the class period, each LIA student will be paired one-on-one with a younger student for whom they will serve as a tutor and mentor at least once a week between October and April.

LIA teacher and LIA Regional Program Manager will coordinate (with the help of admin) a partnership with a nearby elementary school for the purpose of providing ongoing tutoring.

C. Leadership

- Each LIA class will choose a class presidency.
- Each LIA class will divide into at least three committees (Service, Social, and Professional) and will meet regularly to plan activities and events. Each LIA student will participate in one committee.

D. College and Career Readiness Curriculum.

The LIA teacher will facilitate the College and Career Readiness Curriculum at least once a week.

 Teachers/schools/districts must seek approval from the LIA administrative office for any suggested curriculum additions or changes before use.

8. Note on Student Accountability

- · LIA Students are expected to:
- Participate in an LIA classroom committee (e.g., service, social, or professionalism committee)
- Be involved in at least one extracurricular activity (i.e. work, sport, club service, etc....)
- Serve as a tutor
- Participate in at least one service activity each semester(outside of tutoring)
- Demonstrate academic progress and strive to maintain at least a 2.0 GPA
- Challenge themselves to take rigorous coursework that will prepare them for college
- · Exhibit the behavior expected of LIA students

Termination and Renewal of Contract

Both parties acknowledge that each school is unique and LIA classrooms will have some variance depending on LIA teacher discretion and school goals. LIA retains the right to discontinue LIA within any of its respective schools if it is determined that the **Twin Falls School District #411** has not exercised diligence in upholding this agreement.

The Twin Falls School District #411 retains the right to discontinue LIA if LIA does not exercise due diligence in upholding this agreement. Additionally, upon at least 90-days' notice to LIA, Twin Falls School District #411 may discontinue the LIA program at any or all schools for the upcoming school year; such discontinuation will have no effect on the program's implementation in the current year.

This Memorandum of Understanding is effective starting with the 2019-2020 school year, and will automatically renew on a yearly basis. Any changes to the this memorandum must be agreed to by both parties.

COST BREAKDOWN FOR 2019-2020 School Year and subsequent years

Start Up Fee, On Boarding, First-year Training	\$5000.00
First-year Total	\$5000.00
Ongoing yearly Membership Fee	\$2000.00

Authorized Signatories

The below signed parties agree to the respective expectations outlined in the above Memorandum of Understanding.

Jose Enriquez

Latinos In Action CEO/Founder

Date

01/30/2019

Latings in Action CEO/founder signature

Date

BRADY D. DIERTHISON

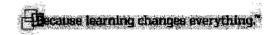
Superintendent

Superintendent Signature

Date

McGraw Hill Education





QUOTE PREPARED FOR:

Twin Fails Sch Dist 411 WAREHOUSE TWIN FALLS, ID 83301-7909 ACCOUNT NUMBER: 222322

CONTACT:

Rachel Jensen jensenra@tfsd.org

SUBSCRIPTION/DIGITAL CONTACT:

Rachel Jensen jensenra@tfsd.org

SALES REP INFORMATION:

Ryan Clark ryan.clark@mheducation.com (208) 608-8105

PROFESSIONAL DEVELOPMENT		\$2,500.00	\$0.00	\$2,500.00
	PRODUCT TOTAL*			
	ESTIMATED S&H**			\$0.00
	ESTIMATED TAX**			TBC
	GRAND TOTAL			\$2,500.00

^{*} Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

Fani	Manningside Special	El teacher	<u>ی</u>

Ton: Morningsi Jan. 21,2019

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE:

12/26/2018

ACCOUNT NAME: Twin Falls Sch Dist 411

EXPIRATION DATE: 02/09/2019

^{**}Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

QUOTE DATE:

Hill Education 12/26/2018

ACCOUNT NAME: Twin Falls Sch Dist 411

EXPIRATION DATE: 02/09/2019

QUOTE NUMBER: Mc Graw

JKIRKSEG-12262018-001

ACCOUNT #: 222322

PAGE #:

Decause learning changes everything."

QUOTE PREPARED FOR:

Twin Falls Sch Dist 411 WAREHOUSE

TWIN FALLS, ID 83301-7909 ACCOUNT NUMBER: 222322

CONTACT:

Rachel Jensen

jensenra@tfsd.org

VALUE OF ALL MATERIALS	\$2,500.00
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$2,500.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$2,500.00

SUBSCRIPTION/DIGITAL CONTACT:

Rachel Jensen

jensenra@tfsd.org

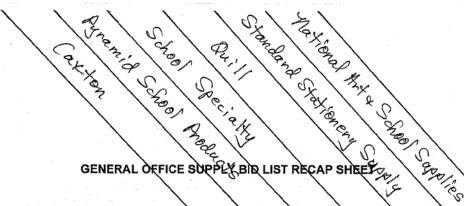
Comments:
Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.
**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.
Terms of Service: By placing an order for digital products (the 'Subscribor' Materials'), the entity that this price quote has been prepared for ('Subscribor') agrees to be bound by the Terms of Service and any specific provisions required by Subscribor's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, -McGraw-Hill-School-Education,-LLG-hereby greats to Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, the quantity of Subscriber's forth above to access and use the Subscriber's estable links remainded Materials set forth above to access and use the Subscriber date terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'initial Subscription and has sent an invoice for such Subscription Renewal Term to Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.
Terms Of Service
Provisions required by Subscriber State law
ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email. fax. or mail/backage delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com for www.mheducation.com for www.mheducation.com.
School Purchase Order Number:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605 Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

Office Supply Bid ERecap 1



QUANTITY	ITEM					 	EXTENSION
70 boxes	Manila File Folders, Letter size, 1/3 cut, 100 file	universal	TERFORD	School Smart	Quill		School Specialty
70 500.03	folders per box, List Brand	5.22	5,39	(4,97)	5,80		347,90
10 boxes	Manila File Folders, Legal size, 1/3 cut, 100 file	Universal	Topsord	School Smart	Quill		School Specialty
	folders per box, List Brand	7,44	7,39	(6.83)	8,47		68,30
10 boxes	Manila File Folders, Letter size, 1/5 cut, 100 file	Universal	oxford	School Smart	Quill	. :	School Specialty
	folders per box, List Brand	6.16	6,69	(6.12)	7,13		61,20
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/ 22 boxes	Manila Envelopes, box 100, Size 6 1/2 x 9 1/2, open end, gummed, Sub. 24, List Brand	2.45/100	full cases 8,95	6.77			11,20
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	open end, gummed, Sub. 28, List Brand	3,19/100	8.59/100		15.33/100	:	1/03.74

Page 1

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√60 pkg.	File Cards, 4"x6", ruled, pkg. of 100, White, List Brand	Universal .62	oxford 167	School Smart			School Specialty
√55 pkg.	File Cards, 5"x8", plain, pkg. of 100, White, List Brand	universal 192	oxford 1,05	School Smart	oxford 1.29		School Specialty 46.20
√55 pkg.	File Cards, 5"x8", ruled, pkg. of 100, White, List Brand	Universal 192	oxford 1,05			oxford	School Specialty 46.20

Page 2

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√14 each	Pencil Sharpeners, Boston, Model KS, adjustable, heavy duty, List Brand	X-Acto 7,98	6.95		4-Acto 8,53	Boston (6.46)		Stendard Stationical
√10 boxes	Crayolas, Crayola #80, 8 large per box, List Brand	Crayola 1.36	crayola 1,08	Crayola (.88)	Crayola 3,96		Crayola 1,20	School Specialty
26 boxes	Brass Fasteners, round head, 1 1/2" length, Size 6, box of 100, List Brand	c. Leonard		School Smart	officemate 2,50	General 1,14	,,,,,,,	School Specialty 26:00

Page 3

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Universal Pyramid School Snort Quill Standard		10 boxes	Brass Fasteners, round head, 1" length, Size 4,	C.Leonard	Leonard	Schoolsmart	1	General		Standord Stationery
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220 boxes Paper Clips, #1, box of 100, List Brand C. Leonard Leonard School Smart Office mate office mate of 14 C. Leonard School Smart Office mate of 14 C. Leonard School Smart Office mate of 15cmate of 15	$\sqrt{1}$	150 each		Fiskans	Fiskars	Fiskans	Fiskers			Pyramid School Prod.
236 hoves Paper Clins lumbo size List Brand C-Leonard School Smart Office mate Office mate Office mate Office mate	1/2	220 boxes		CiLeonand	Leonard	School Smart	officemate	1		Standord Stationery
1 1775 1 40 1 T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	$\sqrt{2}$	236 boxes	Paper Clips, Jumbo size, List Brand	_						

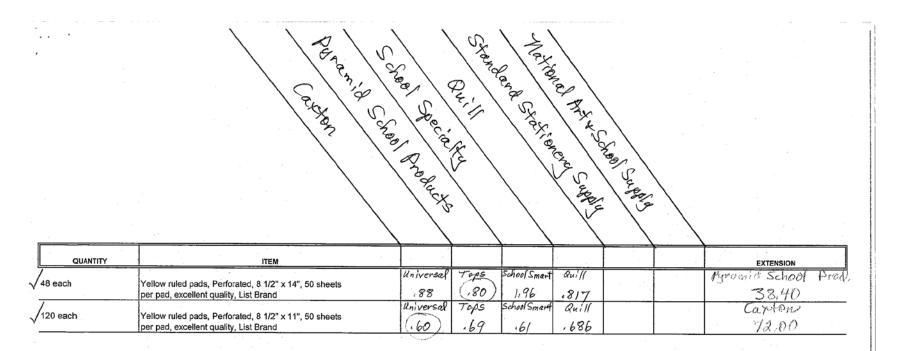
Page 4

		The Secretary	Standard	Nextone Scotoly Scotoly	o Krita Sugara	State of		332,64
QUANTITY	ITEM			incorrect			-	EXTENSION
216 rolls 18 pKSr	Scotch Tape, 1/2" x 800", RK-2, excellent quality, Need sample, List Brand	180	Scotch 175	4,001and PK+112-17.35	3m		3m 1,28	School Specially 132,30
√360 rolls	Masking Tape, 1" wide, 3" core, excellent quality, Need Sample, List Brand	3m	3m (1,20)	Highland	1,20	Edge 165	3 M	Pyramid School Prod. 432,00
√370 rolls	Magic Mending Tape, Mystic, 3/4" x 1296", dispenser type, excellent quality, Need Sample, List Brand	3m .86	3m Hightand		3m		3m ,74	Pyramid School Pred . 229,40
-0-	Bostitch Stapler, B-8, with staple remover attached, heavy duty, List Brand							
√38 each	Bostitch Standard Stapler, heavy duty, List Brand	6.68	Bostitch 3,95	Bostitch	Bostitch (3,46)			Ruill 131,48
2 boxes	Bostitch arch Staples for B-8, 5000 per box, List Brand	Bostitch 1,98	Bost, Fdn 1,29	Bostotch 4,17	Bostitch 1,36	1,23		Standard Stationery 2146

Page 5

	Stramid Shoot	Special States	C.Kon Barr	No Xiena Charles	TAX CO	Sakking Sakking		
QUANTITY	ITEM							EXTENSION
15 each	Staple Pullers, hand held, List Brand	cikronand ,44	,22	School Smart , 22	Quill .39	standards		Standard Stationery
87 boxes	Bostitch Staples for Standard Staplers, heavy duty chisel point, box of 5000, List Brand	Bostitch .92	Bostitch ,59	Bostitch 159	Bosfitch (54)	Swingline.		Quill 46.78
170 rolls	Adding Machine Tape, 2 1/4", 3" diameter,150' roll, List Brand	universal (38)	Tops ,49	School Specialty 39	94:11 12-11/pK,		1 -	Caxton.
70 each	Chart Tablets, #7471, List Brand	Pacon 6.08	Pacon 4,09	Pacon (3,06)	Pacon 4,54			School Specialty
29 each	U.S. Outdoor Flags, nylon, 4'x6', embroidered, manufactured in USA, excellent quality, heavy duty, List Brand	Annin 27,98	Flagzone 19,29		Baumgarten's 32,46		-	V-1777
30 each	Idaho Outdoor Flags, nylon, no fringe, 4'x6', embroidered, manufactured in USA, excellent quality, heavy duty, List Brand	Annin 31,98	Flagzone 25,95	Annin 32,94	- A 7 1 B			

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Page 7

Office Supply Bid Recap 2



QUANTITY	ITEM		(EXTENSION
70 boxes	Manila File Folders, Letter size, 1/3 cut, 100 file folders per box, List Brand				
10 boxes	Manila File Folders, Legal size, 1/3 cut, 100 file folders per box, List Brand				
10 boxes	Manila File Folders, Letter size, 1/5 cut, 100 file folders per box, List Brand		1 .	-	
-0-	Manila File Folders, Legal size, 1/5 cut, 100 file folders per box, List Brand				
22 boxes	Manila Envelopes, box 100, Size 6 1/2 x 9 1/2, open end, gummed, Sub. 24, List Brand				
31 boxes	Manila Envelopes, box 100, Size 10"x13", open end, gummed, Sub. 28, List Brand				

Page 1

QUANTITY	ITEM	-			7.	 EXTENSION
70 pkg.	File Cards, 3"x5", plain, pkg. of 100, White, List Brand		-		÷	
80 pkg.	File Cards, 3"x5", ruled, pkg. of 100, White, List Brand					
50 pkg.	File Cards, 4"x6", plain, pkg. of 100, White, List Brand		-			
60 pkg.	File Cards, 4"x6", ruled, pkg. of 100, White, List Brand					
55 pkg.	File Cards, 5"x8", plain, pkg. of 100, White, List Brand					
55 pkg.	File Cards, 5"x8", ruled, pkg. of 100, White, List Brand					

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•	L'éerxx Llogs					
QUANTITY	ITEM					EXTENSION
-0-	Lead pencils, #2 1/2, bonded lead, with eraser, List Brand	,				
218 doz.	Lead pencils, #2, bonded lead, with eraser, List Brand					
24 each	Pencil Sharpeners, Model L Reg. Boston, heavy duty, List Brand		-			
14 each	Pencil Sharpeners, Boston, Model KS, adjustable, heavy duty, List Brand					
10 boxes	Crayolas, Crayola #80, 8 large per box, List Brand					
26 boxes	Brass Fasteners, round head, 1 1/2" length, Size 6, box of 100, List Brand				-	

Page 3

	Total Alago				
QUANTITY	ITEM				EXTENSION
135 boxes	Brass Fasteners, round head, 3/4", Size 3, box of 100, List Brand		. :		
40 boxes	Brass Fasteners, round head, 1" length, Size 4, box of 100, List Brand			· .	
17 boxes	Push Pins, plastic head-clear, List Brand			 -	
150 each	Scissors, Steel, 8", Sharp, extra heavy duty, excellent quality, Fiskars brand only				
220 boxes	Paper Clips, #1, box of 100, List Brand		, .		
236 boxes	Paper Clips, Jumbo size, List Brand		-		

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	The Am Plago					
QUANTITY	ITEM				EXTE	VSION
216 rolls	Scotch Tape, 1/2" x 800", RK-2, excellent quality, Need sample, List Brand					
360 rolls	Masking Tape, 1" wide, 3" core, excellent quality, Need Sample, List Brand					
370 rolls	Magic Mending Tape, Mystic, 3/4" x 1296", dispenser type, excellent quality, Need Sample, List Brand					
-0-	Bostitch Stapler, B-8, with staple remover attached, heavy duty, List Brand	.,				
38 each	Bostitch Standard Stapler, heavy duty, List Brand					
2 boxes	Bostitch arch Staples for B-8, 5000 per box, List Brand					

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	Tiberite Alago						
QUANTITY	ITEM			 		EXTENSION	
15 each	Staple Pullers, hand held, List Brand						
87 boxes	Bostitch Staples for Standard Staplers, heavy duty chisel point, box of 5000, List Brand						<u>. </u>
170 rolls	Adding Machine Tape, 2 1/4", 3" diameter,150' roll, List Brand		-				-
70 each	Chart Tablets, #7471, List Brand						
√29 each	U.S. Outdoor Flags, nylon, 4'x6', embroidered, manufactured in USA, excellent quality, heavy duty, List Brand	Liberty 17,23				Library Flags 49767	
30 each	Idaho Outdoor Flags, nylon, no fringe, 4'x6', embroidered, manufactured in USA, excellent quality, heavy duty, List Brand	24,75				THA.50	

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	Liberty Thods					
QUANTITY	ITEM	 			EXTENSION	
48 each	Yellow ruled pads, Perforated, 8 1/2" x 14", 50 sheets per pad, excellent quality, List Brand	-				
120 each	Yellow ruled pads, Perforated, 8 1/2" x 11", 50 sheets per pad, excellent quality, List Brand			٠.		

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Paper Bid Recap

	PAPER ON OUR PAPER OUR PAPER ON OUR PAPER ON OUR PAPER ON OUR PAPER ON OUR PAPER OUR	ER SUPPLY	And the Elisa	T RECAP F	TORM		
QUANTITY	TIEM						EXTENSION
2016 2080 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Bright White, brightness (92-95), 24#, 10 rms/case- no other case quantity will be accepted, List Brand, Need Sample	Domter 38.34					17, 293,44
7 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x14, Bright White, brightness (92-95), 24#, 10 rms/case- no other case quantity will be accepted, List Brand, Need Sample	Boisc Polaris					Contract Paper
95 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Blue, 24#, 10 rms/case—no other case quantity will be accepted, List Brand, Need Sample	Boise Firebort 50.10	, ,			-	Contract Paper 4,759,50
98 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Green, 24#, 10 rms/caseno other case quantity will be accepted, List Brand, Need Sample	Loise Firework (50.10)		116.			Contract Paper 4, 909,80

Page 1

	Contract Rose of Secretary	Cart Coat	Lan Drogueze				
QUANTITY	ITEM						EXTENSION
67 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Pink, 24#, 10 rms/case—no other case quantity will be accepted, List Brand, Need Sample	Boise Firework			-		Contract Paper 3,356:70
73 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Lavender/Orchid, 24#, 10 rms/case-no other case quantity will be accepted, List Brand, Need Sample	Boise Firework 50.10		-			Contract Paper 3,65% 30
73 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Salmon/Peach, 24#, 10 rms/caseno other case quantity will be accepted, List Brand, Need Sample	Boise Firework 20# 41,95					3,047,75
24 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Bright Red, 24#, 10 rms/caseno other case quantity will be accepted, List Brand, Need Sample	Boise Firework (62.15) Page 2					Contract Paper

	Contract Space Croak	A SHOOL AND A SHOO	Stow Dog gate			
QUANTITY	гтем					EXTENSION
103 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Canary-Yellow, 24#, 10 rms/case-no other case quantity will be accepted, List Brand, Need Sample	Boise Firework 50.10			-	5, 160, 30
46 cases	Paper for High-Speed Copiers, Dual Purpose, Xerographic-Hard Finish, 8 1/2x11, Golden Glimmer, 24#, 10 rms/caseno other case quantity will be accepted, List Brand, Need Sample	Boise Firework 20#)			Contract Paper 1,920,50
-0-	Alternate Ruled News, 1 x 1/2, 11 x 8 1/2, ruled LW, Heavy with 1/2" feint, must have blank line every 1/2", 10 rms/case, List Brand			-		
-0-	Alternate Ruled News, 1/2 x 1/4, 11 x 8 1/2, ruled LW, Heavy with 1/4" feint, must have blank line every 1/2", 10 rms/case, List Brand	Page 3		-		

	Contract Laster Coltis	Control Strong	- Harts			
QUANTITY	ІТЕМ					EXTENSION
\squares	Penmanship Paper, Theme Paper, 8 x 10 1/2, no punch, no margin, 3/8" ruled, 10 rms/case, List Brand			APC (29,00)		Pyramid School
$\sqrt{12 \text{ cases}}$	White Sulfite Drawing Paper, 9" x 12", 50#, 8 rms/case, List Brand		5ax 44,32	#PC 41,60	Pacon 49,64	232.00 Pyramid School 499,20
7 cases	White Sulfite Drawing Paper, 12" x 18", 50#, 4 rms/case, List Brand		Sax 43.72	APC (41.16)	Pacon 49,64	Paramid School 288.12
19 cases	Manila Tagboard, 9"x12", 125#, pkg. of 100, 12 pkg/case, List Brand		Pacon 28,56	APC (26,76)	Pacon 38.98	Pyramid School 508,44
√30 cases	White Tagboard, 9"x12", 125#, pkg. of 100, 12 pkg/case, List Brand		Pacon 28,44	#AC (26.76)	Pacon 44,10	Pyromid School 802,80
		Page 4		30,10		2000

	Contract Coop Secial S	Carty Shoot to	Low products			
QUANTITY	TTEM					EXTENSION
√34 cartons	Poster Cards, Railroad Board, White, 6 ply, 22"x28", Coated on one side, 100 shts/ctn., List Brand			APC 24.08	Pacon 39,20	Pyramid School 818.72
√ 17 cartons	Poster Cards, Railroad Board, Asst. Colors (DO NOT INCLUDE WHITE), 6 ply, 22"x28", Coated on one side, 10 shts/10 color/ctn., List Brand			APC (30.69)	Pacon 44,80	Pyramid School 521,73
$\sqrt{1 \text{ case}}$	Squared Manila, 1/4", 9"x12", 8 rms/case, List Brand			4PC (42,80)	facon 49,20	Pyromid School 42,20
1 case	Squared Manila, 1/2", 9"x12", 8 rms/case, List Brand			#pc (42,80)	Pacon 49,20	Pyramid School 42.80
√ _{1 case}	Squared Manila, 1", 9"x12", 8 rms/case, List Brand			APC (42.80)	Pacon 49,20	Pyramid School
-		Page 5				

	Constract Rober Group	1	How products				
QUANTITY	ITEM						EXTENSION
√2 cases	Manila Drawing Paper, 9"x12", 50#, 8 rms/case, List Brand		5a4 (31,92)	#PC 34,32	Pacon 39,88		School Specialty
√2 cases	Manila Drawing Paper, 12"x18", 50#, 4 rms/case, List Brand		Sax 31,88	APC 34.36	Pacon 20 OLL	-	School Specialty
√26 rolls	Art Paper, 36", 50#, 1000', White, Need Sample, List Brand		Rainbow Kraft 40# 34,01	APC 50\$ (44,95)	50,62		Pyramid School 1,168.70
3 rolls	Art Paper, 36", 50#, 1000', Blue, Need Sample, List Brand		Rainbow Kraff 40# 57,35	#PC 50\$ (45.50)	70.98		Pyramid School 136,50
$\sqrt{2 \text{ rolls}}$	Art Paper, 36", 50#, 1000', Light Blue, Need Sample, List Brand		Rainbow Kraff 40# 46,66	APC 50#	Pacon 71,38		Pyramid School

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	Contract Baker Group	Catholic Bragnetts				
QUANTITY	ITEM					EXTENSION
√5 rolls	Art Paper, 36", 50#, 1000', Green, Need Sample, List Brand	Rainboco Kraft 40# 33,43	#PC 50# (42.19)	Pacon 49,88		Pyramid School 210.95
√ _{4 rolls}	Art Paper, 36", 50#, 1000', Yellow, Need Sample, List Brand	Rainboco Kraft 408 44,52	APC 50#	Pacon 66.68		Pyromid School 213,16
V _{9 rolls}	Art Paper, 36", 50#, 1000', Red, Need Sample, List Brand	Rainbow Kraff Host 52.30	APC 50# (48,19)	Pacon 75.72		Pyramid School 433,71
3 rolls	Art Paper, 36", 50#, 1000', Orange, Need Sample, List Brand	Rainbow Kraft ₄₀ * 46,48		Pacon 68:10	-	Paramid School
2 rolls	Art Paper, 36", 50#, 1000', Pink, Need Sample, List Brand	Rainbow Kraff ₄₀ # 42,64		Pacon 64,50		Pyramid School 103,38

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	Continuet Basel Checla	M. A. Shoot	troducts				
QUANTITY	ITEM					,	EXTENSION
√l roll	Art Paper, 36", 50#, 1000', Brown, Need Sample, List Brand		Rainbow Kraff _{40#} 34,90	APC #9#	Pacon 54,88		Pyramid School 44,39
√11 rolls	Art Paper, 36", 50#, 1000', Black, Need Sample, List Brand		Rainbow Kraff _{40#} 39,69	(49,19)	Pacon 55,04		Pyramid School 541,09
√3 rolls	Art Paper, 30", 50#, 1000', White, Need Sample, List Brand			#PC 50# 33,79			Pyramid 50001
/1 case	Construction Paper, 9"x12", pkg. 50, 76#, Yellow, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 61,50	APC (29,50)	Pacon 47,60		Paramid School 29,50
V ₁ case	Construction Paper, 9"x12", pkg. 50, 76#, Orange, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 66:00	31,50)	Pacon 47,60		Pyramid School 31,50

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	Contract Roter Groat	Mid Shed	Cathor products				
QUANTITY	ITEM						 EXTENSION
$\sqrt{2}$ cases	Construction Paper, 9"x12", pkg. 50, 76#, Holiday Red, 50 pkg/case, Need Sample, List Brand		Pacon Tra-Ray 66,00	#PC (37,50)	Pacon 47,60		Pyramid School 75,00
:/21 cases	Construction Paper, 9"x12", pkg. 50, 76#, Medium Green, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Rey 66,00	APC (30,50)	Pacon 47,60		Pyramid School 640,50
√4 cases	Construction Paper, 9"x12", pkg. 50, 76#, Holiday Green, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Rey 65,00	APC (29,50)	Pacon 47,60		Pyramid School 118,00
√3 cases	Construction Paper, 9"x12", pkg. 50, 76#, Lt. Blue, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 59:00	APC (29,50)	Pacon 47,60	-	Pyramid School 88,50
J _{9 cases}	Construction Paper, 9"x12", pkg. 50, 76#, Blue, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 64,50	AAC (29,50)	Pacon 47,60		Ab5,50

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	Contract Speciality	See !	* Andrews				
QUANTITY	ITEM						EXTENSION
√2 cases	Construction Paper, 9"x12", pkg. 50, 76#, Dark Blue, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 66,00	APC (32.00)	Pacon 47,60		Pyramid School 64.00
√1 case	Construction Paper, 9"x12", pkg. 50, 76#, Pink, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 59,00	#PC (29,50)	Pacon 47.60		Pyramid School
6 cases	Construction Paper, 9"x12", pkg. 50, 76#, Lilac, 50 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 59,00	APC (30,50)	Pacon 47,60		Pyramid School 183,00
1 case	Construction Paper, 9"x12", pkg. 50, 76#, Black, 50 pkg/case, Need Sample, List Brand	_	Pecon Tru-Rey 65,50	APC (32,00)	Pacon 47.60		Pyramid School 32,00
-0-	Construction Paper, 9"x12", pkg. 50, 76#, Lt. Brown, 50 pkg/case, Need Sample, List Brand						

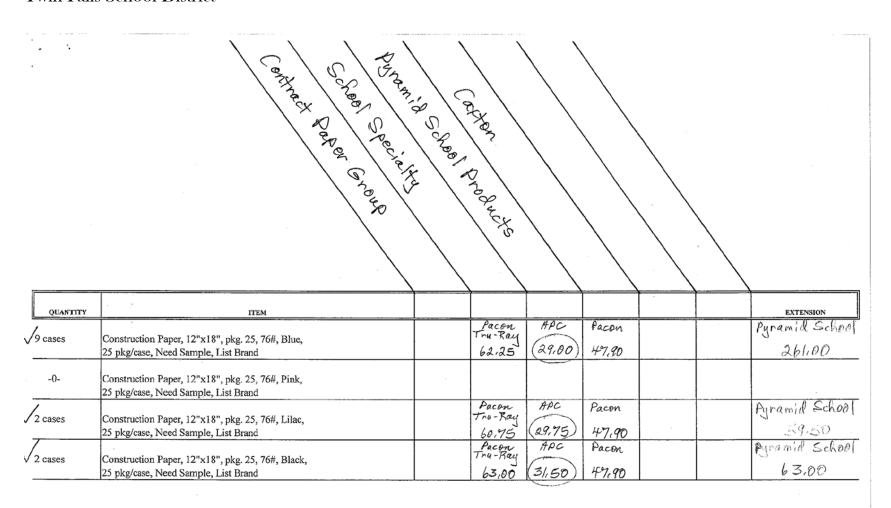
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	Contract Labor Quent	S. Manid Sharter	Cathorn & products				
QUANTITY	ITEM						EXTENSION
-0-	Construction Paper, 9"x12", pkg. 50, 76#, Brown, 50 pkg/case, Need Sample, List Brand						
-0-	Construction Paper, 9"x12", pkg. 50, 76#, Dark Brown, 50 pkg/case, Need Sample, List Brand						
14 cases	Construction Paper, 9"x12", pkg. 50, 76#, True White, 50 pkg/case, Need Sample, List Brand	:	Pacon Tru-Rey 36,00	APC 35,50	Pacon 47,60		Pyramid School 497,00
-0-	Construction Paper, 12"x18", pkg. 25, 76#, Yellow, 25 pkg/case, Need Sample, List Brand						
$\sqrt{2}$ cases	Construction Paper, 12"x18", pkg. 25, 76#, Orange, 25 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 65,00	APC (31.00)	Pacon 47,90		Pyramid School 62,00

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	Contract to about the court	Jeg 1	Style Drogness			
QUANTITY	ITEM					EXTENSION
√5 cases	Construction Paper, 12"x18", pkg. 25, 76#, Medium Green, 25 pkg/case, Need Sample, List Brand		Pacon Tru-Roy 65,00	APC 29,75	Pacon 47,90	Pyramid School.
√18 cases	Construction Paper, 12"x18", pkg. 25, 76#, Holiday Green, 25 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 63,75	APC (29.00)	Pacon 47.90	148.75 Pyremid School 522,00
√1 case	Construction Paper, 12"x18", pkg. 25, 76#, Lt. Blue, 25 pkg/case, Need Sample, List Brand		Facon Tru-Ray 56,00	APC (29,00)	Pacon 47,90	Pyramid School 29,00
$\sqrt{3}$ cases	Construction Paper, 12"x18", pkg. 25, 76#, Holiday Red, 25 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 65,00	APC (37,00)	Pacon 47,90	Pyramid School
√5 cases	Construction Paper, 12"x18", pkg. 25, 76#, Dark Blue, 25 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 65,00	APC (32,25)	Pacon 47,90	Pyramid School 161,25

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	Contract Paker Group	\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	Carton & broducts				
QUANTITY	ITEM						EXTENSION
-0-	Construction Paper, 12"x18", pkg. 25, 76#, Lt. Brown, 25 pkg/case, Need Sample, List Brand						_
-0-	Construction Paper, 12"x18", pkg. 25, 76#, Brown, 25 pkg/case, Need Sample, List Brand						
√ _{3 cases}	Construction Paper, 12"x18", pkg. 25, 76#, Dark Brown, 25 pkg/case, Need Sample, List Brand		Pacon Tru-Ray 64,75	#PC (34,75)	Pacon 47,90		Pyramid School 104,25
√9 cases	Construction Paper, 12"x18", pkg. 25, 76#, True White, 25 pkg/case, Need Sample, List Brand		Pacon Tru-Rey 54,50	4PC (34,50)	Pacon 47,90		Pyramid School 310,50

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Power School

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Gregg Clevenger

Title: Chief Financial Officer

Date: 4-4-2019

Twin Falls School District 414

Signature:

Printed Name: Drady D. Dickinson

Title:

Date: 4/29/1

Page 2 of 2

Purposity Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into, effective as of December 11, 2018 by and between Twin Falls School District 411 ("School System") and PURPOSITY FOUNDATION, INC. ("Foundation"), a Georgia nonprofit corporation.

Section 1. Background

- 1.1 The Foundation is a nonprofit organization, exempt under section 501(c)(3) of the Internal Revenue Code ("Code"), which facilitates efficient and impactful charitable giving by matching donors with specific needs in the community through an on-line platform.
- 1.2 The Twin Falls School District 411is organized and operates so its students will have the skills necessary to be successful in higher education, work atmosphere and live in a global environment.
- 1.3 The Foundation depends on public agencies and nonprofit organizations to identify pressing charitable needs in the community in order to carry out its mission.
- 1.4 The School System is uniquely situated to identify such needs, and its educational purpose is furthered by the solicitation and receipt of private donations to meet those needs.

Section 2. Purpose

- 2.1 The purpose of this MOU is to memorialize the parties' intent to cooperate in the collaboration activities and commitments described in <u>Exhibit A</u> to this Agreement.
- 2.2 While neither party intends for this MOU to represent or create any legally binding or enforceable rights or obligations for either party, this MOU is intended to establish the general expectations of the parties for accomplishing their shared charitable objectives, and to memorialize the intention of the parties to work in the spirit of cooperation to achieve those objectives. If and when the parties wish to enter into a legally binding relationship relating to the collaboration activities, the parties will enter into definitive written agreements setting forth in detail their respective rights and obligations.

Section 3. General Terms and Conditions

- 3.1 <u>Charges and Expenses.</u> Each party shall bear its own costs and expenses of carrying out the activities and providing the services contemplated by this MOU. There shall be no fees charged by the parties, unless otherwise agreed to in writing by both parties.
- 3.2 Relationship of the parties. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

- 3.3 Non-Exclusivity. The relationship between the parties is non-exclusive. Neither party will be precluded from entering into similar relationships with other entities or individuals. Nothing in this MOU, including the exhibits, requires either party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms, or products that compete with the services, platforms, or products that are the subject of the relationship contemplated by this MOU.
- 3.4 Notices. Unless otherwise provided in this MOU, all notices, including, but not limited to, any notice of termination of this MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid.

To School System:

Bill Brulotte Associate Superintendent Twin Falls School District #411 201 Main Avenue West Twin Falls, ID 83301

To Foundation: Blake Canterbury CEO 4062 Peachtree Road Suite A#163 Atlanta, GA 30319

- 3.5 <u>Term/Termination</u>. This term of this MOU shall commence on the effective date set forth above and shall continue until terminated by one the parties. Either party may terminate this MOU with or without cause upon thirty (30) days' prior written notice.
- 3.6 Entire Agreement. This MOU, including any exhibits, constitutes the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both parties.
- 3.7 <u>Counterparts</u>. This MOU may be executed in counterparts, each of which shall be deemed an original.

*	
ACCEPTED AND AGREED:	à la company de
School System	Purposity Foundation
By: Bill Brulotte, Associate Superintendent	By: Blake Canterbury, C.E.O.
Date: Downber 12, 2013	Date:

Exhibit A

MOU Collaboration Activities and Commitments

A. School System shall:

- designate personnel responsible for regularly posting needs to the Foundation platform on a regular basis, communicating with Foundation staff, and assuring the items posted to the platform are delivered to the intended recipients;
- promptly communicate any changes in personnel to the Foundation in an effort to maintain an updated list of user access privileges;
- ensure no personally identifying student or beneficiary information is delivered to the Foundation or posted to the Foundation's site;
- confirm receipt of gifts for donors by sending a thank you via the Foundation site's feature and marking the item as received; and
- announce the launch of the School System's participation in the initiative via social media and other outlets, as deemed appropriate by the School System's, both initially and annually in an effort to grow the donor base each year. The initial user launch goal will be 500 users with a target of 250 additional users each year; and,
- although School System shall have full control of donated items, it is the Foundation's expectation that all gifts will promptly delivered to charitable recipients.

B. Foundation shall:

- · provide access to the Foundation platform for the purpose of posting needs;
- conduct initial training and ongoing support to School System;
- · assist designated School System's staff in posting needs to the platform; and,
- · share strategies and suggested content to assist the community in meeting user goals.

Seidlitz Education



96 Via Regalo, San Clemente, CA 92078 P 210, 315, 7119 P 949, 200 4384

Twin Falls SD

Attn: Khrista Buschhorn

This Service Contract is made and entered into by and between Seidlitz Education and Twin Falls SD for the date(s) of March 4-5, 2019 from 8:30am to 3:30pm.

SERVICE CONTRACT

- 1. Relationship Carol Salva is conducting business as an employee or independent contractor on behalf of the corporation Seidlitz Education for Twin Falls SD.
- Services: Seidlitz Education agrees to present workshop on the following:

March 4, 2019: Rapid Literacy (elementary) March 5, 2019: Rapid Literacy (secondary)

- 3. Audio Visual/Set Up: Twin Falls SD to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. Twin Falls SD to provide the following items for each participant; index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119
- 4. This service contract must be signed by January 15, 2019 to hold the date of service. If the contract is not signed by January 15, 2019 it becomes null and void.
- 5. Cancellation: If Twin Falls SD cancels within 60 days prior to the training date, Twin Falls SD will be subject to a \$350.00 cancellation fee. The cancellation fee will be waived if Twin Falls SD reschedules within the same calendar year quarter. All cancellations must be submitted in writing. _____ initial.
- Compensation: For performance of the services described above, satisfactory to Twin Falls SD, Twin Falls SD agrees to pay Seidlitz Education located at 56 Via Regalo - San Clemente, CA 92673, a fixed fee based on the following:

Training = \$3,500.00 per day.

\$24.25 per book for Boosting Achievement for Under Schooled Students (quantity TBA) Materials =

Shipping and Handling = 9% of total

 $\frac{$6,500.00}{7,000.00}$ (PO to be received 30 days prior of date of service) Total =

Twin Falls SD, is in agreement that if a PO is not received 30 days prior, Seidlitz Education has the right to remove the scheduled date from our calendar. Twin Falls SD will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers

Twin Falls SD agrees that every participant will have a copy of the materials if applicable. Twin Falls SD agrees not to exceed 130 participants unless otherwise negotiated.

7. Governing law and Venue; It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas.

In addition, Seidlitz Education is in accordance with the following Texas government codes:

- a, Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a "company" without "written verification" in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.
- b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller's Office.
- 8. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.

IN WITNESS WHEREOF, t	he parties have executed this agreement effective as of the date and year set forth below:
Signature:	John Seidlitz / CEO, Seidlitz Education
	Acceptance of Contract
Twin Falls SD, acc	ept the above contract and the terms and conditions thereof and will fulfill the payment listed above.
Name:	BELL BRULOTE
Signature:	Bill Bulto
Title:	Assoc Supt. Date: Dec 13, 2018
Training Location Address:	Pillar Falls Elementary, 3105 Stadium Blvd, Twin Falls-16
City, State, Zip Code	Turn FAUS ID 83301
Contrat Dhana mushar	200 733 /-900 CONTROLL 1012

Side by Side Educational Consulting, Inc.



SIDE-BY-SIDE EDUCATIONAL CONSULTING, INC. AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is effective as of December 1, 2018 (the "Effective Date") by and between I.B. Perrine Elementary School, Twin Falls School District located in Twin Falls, Idaho (the "District"), and Side-by-Side Educational Consulting, Inc., a Montana Corporation ("Consultant").

BACKGROUND

- A. The Consultant has expertise in the Field of curriculum and instruction for literacy as connected to the Common Core Standards for English Language Arts, evidence-based literacy practices as defined in ESSA, job-embedded coaching techniques for classroom application, and practices to improve academic achievement for all students, particularly disadvantaged students in high poverty schools. The Consultant will provide professional development and on-site support which will include, but is not limited to: (1) use of Istation and analyzing data in order to inform instructional delivery and intervention services; (2) professional development offerings for teachers, coaches, and administrators; (3) instructional planning that increases scaffolding to reach all students (challenging and supportive); (4) classroom support, including lesson modeling, classroom observations, and feedback centered around *Reading Wonders* program; (5) facilitation of on-site school visits; and (6) providing support of the action planning process for continuous improvement.
- B. The District desires to obtain services of Consultant, and Consultant wishes to provide such services in the Field, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- Consultant: Side-by-Side Educational Consulting, Inc., a Montana Corporation, an independent contractor with expertise in the Field of literacy, curriculum, and instruction, the Common Core Standards, and the implementation of the continuous improvement process.
- 2. Field: Curriculum and instruction for literacy as connected to the Common Core Standards for English Language Arts, evidence-based literacy practices as defined in ESSA, job-embedded coaching techniques for classroom application, the, and practices to improve academic achievement for all students, particularly disadvantaged students in high poverty schools. The consulting support provided includes, but is not limited to: (1) use of Istation and analyzing data in order to inform instructional delivery and intervention services; (2) professional development offerings for teachers, coaches, and administrators; (3) instructional planning that increases scaffolding to reach all students (challenging and supportive); (4) classroom support, including lesson modeling, classroom observations, and feedback centered around Reading Wonders program; (5) facilitation of on-site school visits; and (6) providing support of the action planning process for continuous improvement.
- Services: The services to be provided by Consultant to the District hereunder (the "Services"), and the dates for the performance of such Services, are described on Exhibit A hereto.



- 4. Fees: The fees to be paid by the District to Consultant for the Services (the "Fees") are set forth in Exhibit A, attached hereto. Except for the reimbursable expenses specifically described in Section 5 below, the fees are inclusive of all of Consultant's expenses for Services. Consultant's invoices for Services will be sent to the address and billing contact set forth in Exhibit A. Payment for Fees shall be made to Consultant within forty-five (45) days of the invoice date.
- Reimbursable Expenses: In addition to the Fees set forth on <u>Exhibit A</u>, the District shall reimburse Consultant for all non-refundable travel expenses incurred by Consultant in the event that the District cancels or requests the rescheduling of the Services. Such reimbursable expenses shall be invoiced and paid in accordance with <u>Section 4</u> above.
- 6. Copving Costs: Consultant shall send copies of training materials (if applicable) to the District at least one week prior to the commencement of the Services. The District shall be responsible for providing the required number of copies, at the District's sole expense, for purposes of receiving training Services.
- 7. Confidential Information: In the event that the District discloses any tangible confidential information to Consultant, it shall be clearly identified, in writing, as "confidential" (all information so identified, "Confidential Information"). Consultant agrees to hold all Confidential Information disclosed to Consultant by the District in confidence, and Consultant shall neither disclose nor use the Confidential Information for any purpose other than providing the Services as contemplated herein. Upon the termination or expiration of the Term, Consultant agrees to return or destroy all Confidential Information supplied to Consultant by the District.
- 8. No Solicitation of Consultant's Employees and/or Consultants: Except after discussion with and the written approval of Consultant, during the Term and for twelve (12) months after the expiration or termination thereof, the District shall not solicit or initiate contact or communications with the employees or contractors of Consultant for the purpose of hiring or causing a third party to hire such persons, or cause or attempt to cause an employee or contractor of Consultant to terminate his, her or its employment or engagement with Consultant. The District agrees that a breach of its obligations under this Section 8 could not reasonably or adequately be compensated in damages in an action at law and that Consultant shall be entitled to injunctive relief, which may include, but shall not be limited to, restraining the District from engaging in any acts that would breach this Section 8. However, the injunctive relief conferred by this Section 8 is not intended to be exclusive of any other remedy that may be available to Consultant, and it shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- 9. <u>Relationship of the Parties</u>: In performing Services for the District pursuant to this Agreement, Consultant shall be acting in the capacity of an independent contractor to the District and not as an employee of the District. Accordingly, although the District may specify the general nature of the work to be performed and the goals to be met, the details of performing such work and meeting such goals shall be determined by Consultant.
- 10. <u>Term and Termination</u>: The term of this Agreement (the "<u>Term</u>") shall be from the Effective Date until the date that the Services are completed, or until otherwise terminated in accordance with the terms of this Agreement. Subject to the provisions of <u>Section 11</u> below, either party may terminate this Agreement at any time, for any or no reason, upon written notice delivered to the other party. Upon expiration or termination of this Agreement, the District shall pay Consultant (in accordance with the invoicing and payment procedures set forth in <u>Section 3</u> and <u>Section 4</u> above) all Fees owed for all work performed and shall reimburse Consultant for all reimbursable expenses incurred (in accordance with the procedures set forth in <u>Section 3</u>, <u>Section 4</u>, and <u>Section 5</u> above) as of the date of such expiration or termination.



11. Liquidated Damages for Untimely Terminations:

- a. If the District gives Consultant less than fifteen (15) days prior written notice of the District's election to terminate this Agreement, the District shall pay Consultant, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each day and/or partial day of Services thereby cancelled.
- b. If Consultant gives the District less than fifteen (15) days prior written notice of Consultant's election to terminate this Agreement (for any reason other than the personal illness of Carrie L. Cole or any other individual that Consultant has scheduled to perform the Services on its behalf), Consultant shall pay the District, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000); however, Consultant shall not be liable for liquidated damages under the termination of this agreement if termination is due to an emergency, such as, but not limited to personal illness, family illness, and/or natural disasters.
- 12. Severability: Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction invalidate or otherwise affect any provision of this Agreement, the provision or provisions so affected shall be conformed automatically and to the extent possible to the law or determination in question, and in all events the remaining provisions of this Agreement shall continue in full force and effect.
- 13. <u>Video Recording</u>: Subject to compliance with the District's policies, the demonstration lesson for teaching and learning provided by Consultant hereunder (if any) may be recorded by the District in a video format, and a copy of the resulting video shall be provided to Consultant free-of-charge. Any videotape or DVD of the demonstration lesson shall not be distributed to any third party without the prior written consent of both parties.
- 14. Governing Law: This Agreement has been entered into under the laws of the State of Montana and the parties hereto agree that it shall be interpreted and all disputes arising hereunder shall be resolved in accordance with Montana law. The parties acknowledge and agree that the provisions of this Section 14 are reasonable because Consultant is a Montana Corporation, Consultant has significant operations in Montana, and Consultant has a need for consistency in the interpretation of its contracts with independent contractors, and, therefore, Montana has a substantial relationship to the District's engagement by Consultant pursuant to this Agreement, and Montana has a material interest in the determination and resolution of any issues or disputes arising under this Agreement. This Agreement has been entered into and has been executed by Consultant in Montana following its execution by the District. Exclusive jurisdiction and venue for any dispute arising hereunder shall be with the state or federal courts located in the County of Lincoln, State of Montana.
- Amendments. Any amendment or modification to this Agreement shall be valid only in writing and signed by both parties.
- 16. Notices: Any notice, request, demand or other communication hereunder shall be in writing and shall be deemed to be duly given (i) when personally delivered to Consultant or to the District, as the case may be, (ii) three (3) days after deposit with the U.S. Postal Service, certified mail, return receipt requested, with postage prepaid, or (iii) two (2) days after deposit with a reputable overnight delivery service, delivery fees prepaid. Such notices shall be addressed as follows:



a. If to Consultant:

Side-by-Side Educational Consulting, Inc. 389 Canoe Gulch Road Libby, MT 59923 Attn: Carrie Cole

b. If to the District:

To the address for notices set forth on the signature page of this Agreement.

Each party may specify a different address for notices by giving notice of such changed address to the other party in accordance with this <u>Section 16</u>.

- 17. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the Services, and there are no representations, warranties or commitments which may be relied upon by either party except as expressly set forth in this Agreement. This Agreement supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between the parties, whether oral or written. This Agreement may be amended only by an instrument in writing executed by both of the parties hereto.
- 18. <u>Acknowledgments</u>. The District expressly acknowledges that it has read the terms of this Agreement, has had the opportunity to discuss those terms with its own legal counsel, and understands that this is a legally binding contract.
- 19. <u>Assignment</u>. This Agreement shall be binding on and shall inure to the benefit of the parties' respective successors and permitted assigns. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Consultant may engage one or more subcontractors to perform the Services contemplated herein.
- 20. Mediation of Disputes. In the event of a dispute relating to the parties' performance hereunder or the interpretation of this Agreement, prior to instituting any legal action other than injunctive relief, the parties agree to mediate in good faith before a mutually selected, neutral third party. Notwithstanding the foregoing, neither party shall have any obligation to mediate under this Section 20 for more than forty-five (45) days after the date that a dispute first arose.
- 21. <u>Consultant's Insurance</u>. Consultant shall maintain throughout the Term, at Consultant's expense, insurance coverage that includes business liability insurance and worker's compensation insurance. Consultant shall provide the District with copies of certificates evidencing such insurance coverage upon request.



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

Consu	Itant:		
SIDE-BY-SIDE EDUCATIONAL CONSULTING, INC.		District:	
Ву:	Carrie L. Cole	I.B. Perrine Elementary School Tammy Rodabaugh, Principal	
Title:	President	By: (Print Name)	
Signat	ure:	(Print Name)	
		Title:	
		Signature:	
		School and/or District address for notices:	
		Attn:	



EXHIBIT A

DATE 13 consulting days	PROFESSIONAL DEVELOPMENT	PRESENTER
13 consulting days		
1 day-December 2018 3 days-January 2019 3 days-March 2019 3 days-April 2019 3 days-May 2019	The Consultant will partner with the school staff and serve as an on-site support person for the implementation of evidence-based literacy practices to raise student achievement. This partnership includes, but is not limited to, (1) use of Istation assessment program and analyzing data in order to inform instructional delivery and intervention services; (2) professional development offerings for teachers, coaches, and administrators; (3) instructional planning that increases scaffolding to reach all students (challenging and supportive); (4) classroom support, including lesson modeling, classroom observations, and feedback within the <i>Reading Wonders</i> program; (5) facilitation of on-site school visits; and (6) providing support of the action planning process for continuous improvement.	Kim Wakefield

For the specific school year, fees will be paid on a **MONTHLY BASIS** to Consultant by the District for services contained within this agreement, including <u>Exhibit A</u>. Invoices will be submitted at the beginning of each month and the District will pay in full on each invoices on a monthly basis for the services rendered pursuant to this agreement, as in outlined above in <u>Section 4</u>.

TOTAL EXPENDITURE

Services for Consultant for 13 days @ \$2000.00 per day = \$26,000.00. All expenses included, as outlined in <u>Section 4</u>, <u>Section 5</u>, and <u>Section 6</u> of this agreement.

For a total of \$26,000.00 per school year, as outlined in the starting date and ending date of this agreement.

Consultant:



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

SIDE-B	Y-SIDE EDUCATIONAL CONSULTING, INC.	District:
Ву:	Carrie L. Cole	I.B. Perrine Elementary School Tammy Rodabaugh, Principal
Title:	President	By: Tammy Rodahaugh (Print Name)
Signati	ıre:	V
		Title: Principal
		Signature: 11 Ruda bary h
		School and/or District address for notices:
		452 Caswell Ave W
		Twin Fulls Id 83301
		Attn: Tammy Rocla beingh

STARR Corporation Master Agreement

DocuSign Envelope ID: 031E78B6-16F8-44C9-A0C5-B1B24D926741



Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders

 $\mbox{\bf AGREEMENT}$ made as of the Eighth day of January in the year Two Thousand and Nineteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

Twin Falls School District, No. 411 201 Main Avenue West Twin Falls, Idaho 83301

and the Contractor: (Name, legal status, address, and other information)

Starr Corporation P.O. Box 46 Twin Falls, Idaho 83303

for the following:

(Insert information related to types of projects, location, facilities, or other descriptive information as appropriate.)

This agreement is for the construction of miscellaneous projects throughout the Twin Falls School District. The work may occur at all of the District's schools, as determined by the Owner. The work shall also include the development of a long-term capital improvement master plan. The master plan will be reviewed and updated with the owner on an annual basis. The construction work will occur over a 10-year period.

The Owner and Contractor agree as follows,

ADDITIONS AND DELETIONS:

The author of this document has added Information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Contractor's scope of Work or establish payment terms or the dates of commencement of the Work or Substantial Completion. This document is intended to be used in conjunction with AIA Document A221™–2014, Work Order for use with Master Agreement Between Owner and Contractor

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for ten years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between the terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

(Paragraph Deleted)

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§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Twin Falls School District, No 411 Ryan Bowman, Director of Operations 201 Main Avenue West Twin Falls, Idaho 83301 Bowmanry@tfsd.org 208-733-6900

- § 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Work Order.
- § 1.5 The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

Michael Arrington Starr Corporation P.O. Box 46 Twin Falls, Idaho 83303

§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order.

ARTICLE 2 THE WORK

§ 2.1 The Contractor shall execute the Work set forth in each agreed upon Work Order, consisting of AIA Document A221-2014, Work Order, or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location and detailed description of the Project; identify the Architect; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the Contract Documents.

§ 2.2 The Contractor may refuse to agree to any Work Order issued by the Owner.

ARTICLE 3 CONTRACT SUM

- § 3.1 The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract.
- § 3.2 Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in Exhibit A, Determination of the Cost of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

- § 4.1.1 Based upon Applications for Payment for individual Contracts submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 4.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the first day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

§ 4.1.5 Payments due and unpaid under a Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One %1

§ 4.2 Final Payment

§ 4.2.1 Final payment for individual Contracts, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final navment:
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5,1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 20.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

- [] Arbitration pursuant to Section 20.4 of this Master Agreement
- [X] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Work

The term "Work" means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order.

§ 6.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement; the Work Order executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all Drawings, Specifications, and Addenda issued in connection with the Work Order; other documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change

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Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 6.3 The Contract

The Contract Documents for each Work Order form a separate Contract for construction of the Work ("The Contract"). The Contract represents the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral. A Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 6.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 6.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with a Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 6.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 6.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission. Unless otherwise agreed, the Parties will use AIA Document E203TM_2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

ARTICLE 7 OWNER

§ 7.1 The Owner is not required to issue any Work Orders under this Master Agreement.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the project. This includes a written program which shall set forth the Owner's objectives, constraints and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 7.2.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.2.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 8.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.



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§ 7.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and, subject to Section 14.2.5, may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of a Work Order by the Contractor is a representation that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 8.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 8.2 Supervision and Construction Procedures

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

§ 8.3 Labor and Materials

§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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§ 8.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 8.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under a Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 8.5 Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect

§ 8.6 Permits, Fees, Notices, and Compliance with Laws

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

§ 8.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 8.8 Contractor's Construction Schedules

§ 8.8.1 The Contractor, promptly after executing a Work Order, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work described in that Work Order. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 8.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 8.9 Submittals

§ 8.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 8.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

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§ 8.10 Use of Site

The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site(s) with materials or equipment.

§ 8,11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 8.13 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 8.14 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 8.15 Indemnification

§ 8.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.15.1.

§ 8.15.2 In claims against any person or entity indemnified under this Section 8.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ARCHITECT

§ 9.1 The Owner shall retain an Architect to perform the services enumerated in this Article 9 and as described elsewhere in this Master Agreement. If an Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services.

§ 9.2 The Architect listed on each Work Order will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment for the Contract. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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- § 9.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 9.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
- § 9.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 9.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.
- § 9.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- § 9.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.
- § 9.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 9.10 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 SUBCONTRACTORS

- § 10.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at a Project site.
- § 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after execution of a Work Order, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of

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the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

ARTICLE 11 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 11.1 The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and to award separate contracts in connection with other portions of a Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a claim as provided in Article 20.
- § 11.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.
- § 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 CHANGES IN THE WORK

- § 12.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating this Master Agreement or a Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.
- § 12.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.
- § 12.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
- § 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 13 TIME

- § 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 13.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 13.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 13.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.3.

§ 13.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 20.

ARTICLE 14 PAYMENTS AND COMPLETION

§ 14.1 Applications for Payment

§ 14.1.1 Applications for Payment will be submitted individually for each Contract.

§ 14.1.2 Where a Contract is based on a Stipulated Sum or the Cost of the Work plus a Contractor's fee with or without a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 14.1.3 With each Application for Payment based upon the Cost of the Work, or the Cost of the Work plus a Contractor's fee with or without a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 14.1.4 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 14.1.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 14.2 Certificates for Payment

§ 14.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 14.2.3.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 14.2.3 Subject to Section 14.2.5, the Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner

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required by Section 14.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 14.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the arount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- damage to the Owner or a separate contractor;
- reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- repeated failure to carry out the Work in accordance with the Contract Documents.
- § 14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 14.2.5 The Architect may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payment to the Contractor to impose a penalty or liquidated damages on the Contractor, unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Architect may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payments to the Contractor, pertaining to one Contract to offset amounts in dispute under a separate Contract.

§ 14.3 Progress Payments

- § 14.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.
- § 14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.
- § 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 14.4 Substantial Completion

- § 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 14.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 14.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall

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commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 14.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 14.5 Final Completion and Final Payment

§ 14.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

§ 15.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- employees on the Work and other persons who may be affected thereby;
- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subsubcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.15.

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§ 15.2 Hazardous Materials

§ 15.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foresecable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 INSURANCE AND BONDS

§ 16.1 The Contractor shall purchase from, and maintain in, a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from (1) claims under workers' compensation acts and other employee benefit acts which are applicable; (2) claims for damages because of bodily injury, including death; and (3) claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 8.15. Certificates of Insurance, acceptable to the Owner, evidencing required coverages, shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 16.1.1 The Contractor shall furnish bonds covering faithful performance of a Contract and payment of obligations thereunder as specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under a Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 16.1.2 The Contractor shall purchase and maintain insurance of the types and with the limits set forth below, and provide bonds as set forth below, for each Contract created pursuant to this Master Agreement. (State bonding requirements, if any, and limits of liability for insurance required.)

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Type of insurance or bond Performance and Payment Bonds Builder's Risk Insurance General Liability - general aggregate General Liability - each occurrence Automobile Liability Umbrella Liability

Worker's Compensation

Limit of liability or bond amount (% of Contract Sum) 100% of GMP

\$2,000,000 general aggregate \$1,000,000 each occurrence \$1,000,000 combined single limit \$6,000,000 general aggregate and each occurrence \$500,000 each accident

§ 16.1.3 The Contractor shall provide written notification to the Owner of the cancellation or expiration of any of the insurance required by this Section 16.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 16.3 Property Insurance

§ 16.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 16.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Section 16.2 and 16.3. The Owner Shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 16.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of the Contract Documents. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

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ARTICLE 17 CORRECTION OF WORK

§ 17.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.4.

§ 17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

§ 18.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 18.2 Governing Law

A Contract shall be governed by the law of the place where the Project described in the Contract is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 20.4.

§ 18.3 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 18.4 Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to a Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 18.4.

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ARTICLE 19 TERMINATION

§ 19.1 Termination of a Contract

A Contract may be terminated in accordance with this Article 19. Termination of a Contract under this Article 19 shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

§ 19.1.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 14.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 19.1.2 Termination by the Owner for Cause

§ 19.1.2.1 The Owner may terminate a Contract if the Contractor

- repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 19.1.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 19.1,2.3 When the Owner terminates a Contract for one of the reasons stated in Section 19.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 19.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§19.1.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 20 CLAIMS AND DISPUTES

§ 20.1 Claims, disputes and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, including those alleging an error or omission by the Architect but excluding those arising under Section 15.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 20.8 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute

§ 20.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 20.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 20.4 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 20.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 20.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 20.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 20.8 Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 20.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 21 SCOPE OF THIS MASTER AGREEMENT

§ 21.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

- § 21.2 This Master Agreement is comprised of the following documents listed below:
 - .1 Exhibit A, Determination of the Cost of the Work, if applicable.
 - .2 AIA Document E203[™]-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

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.3 Other documents:
(List other documents incorporated into this Master Agreement.)

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STARR CORPORATION Work Order #1

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Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 001 made as of the Twenty-Eighth day of March in the year Two Thousand and Nineteen (In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Twin Falls School District No. 411 201 Main Avenue West Twin Falls, Idaho 83301

THE CONTRACTOR:

(Name, legal status, and address)

Starr Corporation P.O. Box 46 Twin Falls, Idaho 83303

THE ARCHITECT:

(Name, legal status, address and other information)

Hummel Architects, PLLC 2785 North Bogus Basin Road Boise, Idaho 83702

for the following PROJECT: (Name, location and detailed description)

Elementary Security Vestibules

- Early Bid Package
 - Store Front
 - Doors
 - DR Hardware

Group 1: Harrison, lincoln and Morningside Group 2: Bickel, Perrine and Oregon Trail

THE CONTRACT

This Work Order, together with the Master Agreement between Owner and Contractor dated the Eighth day of January in the year Two Thousand and Nineteen (In words, indicate day, month, and year.)

form a Contract. A Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Contract may be amended or modified only by a Modification.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed, A vertical line in the left mergin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™—2014, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.



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TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PARTY REPRESENTATIVES
- 5 ENUMERATION OF CONTRACT DOCUMENTS
- 6 INSURANCE AND BONDS

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 5 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Work Order unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement, if it differs from the date of this Work Order or, if applicable, state that the date will be fixed in a notice to proceed.)

March 22, 2019 - see attached statement.

- § 2.2 The Contract Time shall be measured from the date of commencement.
- § 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work Work in it's Entirety Substantial Completion Date

August 16, 2019

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

(Paragraphs Deleted)

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§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed One hundred, ninety-nine thousand, five hundred fifty-eight dollars and twenty-three cents (\$\$199,558.23), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

None

§ 3.4.3.3 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowand
Project Manager	\$ 1,500
Payment and Performance Bond	\$ 3,000
CM Fee	\$13.058

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

None

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following: (Insert a description of how the Contract Sum will be determined.)

None

ARTICLE 4 PARTY REPRESENTATIVES

§ 4.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement: (List name, address and other information.)

Ryan Bowman, Director of Operations 201 Main Avenue West Twin Falls, Idaho 83301



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§ 4.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master

(List name, address and other information.)

Michael Arrington P.O. Box 46

Twin Falls, Idaho 83303

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents are defined in Section 6.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 5.1.1 This Work Order

§ 5.1.2 The Master Agreement

§ 5.1.3 The Supplementary and other Conditions of the Contract:

Title **Document** Date Pages

§ 5.1.4 The Specifications;

(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

See early bid package - project manuals for Group 1 and Group 2, dated February 28, 2019.

Title Section Date Pages

§ 5.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

See early bid package - for Group 1 and Group 2, dated February 28, 2019.

Number Date

§ 5.1.6 The Addenda, if any:

Number **Pages** Date 001 March 7, 2019 March 12, 2019

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 5.1.7 Additional documents, if any, forming part of the Contract Documents: (List here any additional documents that are intended to form part of the Contract Documents.)

None

ARTICLE 6 INSURANCE AND BONDS

Insurance and bonds will be in accordance with Article 16 of the Master Agreement, except as indicated below;

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Twin Falls School District

DocuSign Envelope ID: 4EAA2FF5-F9A6-4796-B29B-B2696230AAEE

This Work Order entered into as of the day and year first written above.

Brady Dickinson, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

Michael Arrington, Starr Corporation

(Printed name and title)



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Sterr Corporation | P.O. Box 46 | Twin Falls, ID 83303-0046



March 19, 2019

Paradigm of Idaho, Inc. Mr. Cole Coba, Owner's Representative Sent via email to: cole@paradigm-ors.biz

Re: TFSD Elementary Vestibule Storefront and HM Doors—Section 2.2.3 of Prime Contract

Cole-

As prescribed in Section 2.2.3 of the Contract Agreement we offer the following statement:

- Drawings, Specifications, and Addenda used in the establishment of the GMP are enumerated and attached as Exhibit "A".
- 2. The following are clarifications and assumptions made in preparation of the GMP
 - a. All necessary furniture handling and storage will be addressed by the owner.
 - b. Power and water will be provided by the owner.
 - c. Building permit will be provided by the owner.
- Proposed GMP, organized as outlined, is attached as Exhibit "B".
 Anticipated Substantial completion date for classrooms is August 16, 2019.
- 5. This GMP must be accepted by March 22, 2019.

Starr Corporation acknowledges that the allowances and contingencies have been established to address potential unknown conditions in the project. Any unused allowance and/or contingency remain the property of the owner.

Starr Corporation understands that the owner and architect will review and approve progress payments based on a schedule of values. Starr Corporation understands that progress payments for general conditions will be based on actual time and resources spent as set forth in Exhibit "B". The schedule of values will be based on the information presented in Exhibit "B".

We are pleased to be part of the construction team and look forward to working with the Twin Falls School District, the design team, and yourself on a successful project.

Sincerely,

Starr Corporation

Michael Arrington President

Exhibit "A" TFSD Elementary Vestibules Drawings / Specifications / Addenda

Distiving No.	V.B.
Section of the sectio	EARLY BID PACKAGE - FEB. 28, 2019
	GROUP 1
	-HARRISON ELEMENTARY SCHOOL
	-LINCOLN ELEMENTARY SCHOOL
	-MORNINGSIDE ELEMENTARY SCHOOL
The state of the s	GENERAL
G0.00	COVER SHEET
G0.00	COVER SILLS
Who was a second	ARCHITECTURAL
A 2.00	HARRISON - DEMO, FLOOR, CEILING & ROOF PLAN
A2.00	LINCOLN - DEMO, FLOOR, CEILING & ROOF PLAN
A2.01	MORNINGSIDE – DEMO, FLOOR, CEILING & ROOF PLAN
A2.02	MOKNINGSIDE – DEMO, FLOOR, CEILING & ROOF FLAN
A7.01	DOOR SCHEDULE, TYPES, AND FRAME TYPES
A7.02	DOOR SCHEDULE, TYPES AND FRAME TYPES
	The second secon
	EARLY BID PACKAGE - FEB. 28, 2019
	GROUP 2
	-BICKEL ELEMENTARY SCHOOL
	-I.B. PERRINE ELEMENTARY SCHOOL
	-OREGON TRAIL ELEMENTARY SCHOOL
The section of the se	
	GENERAL
G0.00	COVER SHEET
	ARCHITECTURAL
A2.00	BICKEL – DEMO AND FLOOR PLAN
A2.01	OREGON TRAIL - DEMO, FLOOR, CEILING & ROOF PLAN
A2.02	PERRINE – DEMO, FLOOR, CEILING & ROOF PLAN
A7.01	DOOR SCHEDULE, TYPES AND FRAME TYPES
1212	The state of the s
PROJECT MANUAL	ELEMENTARY SCHOOL - SECURITY VESTIBULES / GROUP 1,
	EARLY BID PACKAGE, FEBRUARY 28, 2019
	-LINCOLN ELEMENTARY
	-MORNINGSIDE ELEMENTARY
	-HARRISON ELEMENTARY
PROJECT MANUAL	
	EARLY BID PACKAGE, FEBRUARY 28, 2019
	-BICKEL ELEMENTARY
	-I.B. PERRINE ELEMENTARY
	-OREGON TRAIL ELEMENTARY
ADDENDUM NO. 00	Group 1 & Group 2 dated 03.07.2019
ADDENDUM NO. 00	2 Otoup 1 & Oroup 2 water 05.12.2017

Exhibit "B"

TFSD Elementary Vestibules-Early Bid Packages

March 19, 2019

V.E				
	Bid Package No. 1-Storefront Bid Package No. 2-HM Doors, Frames, Hardware	\$ \$	143,886.00 38,116.23	
	Allowances			
	Project Manager	\$	1,500.00	
	Payment and Performance Bond	\$	3,000.00	
	CM Fee	\$	13,056.00	
	Total		199,558,23	

STARR Corporation Work Order #2

DocuSign Envelope ID: C8A2E4D2-90DF-40FE-B632-DC0103DBDEB6



Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 002 made as of the Twenty-Third day of April in the year Two Thousand and Nineteen (In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Twin Falls School District No. 411 201 Main Avenue West Twin Falls, Idaho 83301

THE CONTRACTOR:

(Name, legal status, and address)

Starr Corporation P.O. Box 46 Twin Falls, Idaho 83303

THE ARCHITECT:

(Name, legal status, address and other information)

Hummel Architects, PLLC 2785 North Bogus Basin Road Boise, Idaho 83702

for the following PROJECT: (Name, location and detailed description)

Elementary Security Vestibules Bid Set - March 22,2019

Group 1: Harrison, Lincoln and Morningside Group 2: Bickel, Perrine and Oregon Trail

THE CONTRACT

This Work Order, together with the Master Agreement between Owner and Contractor dated the Eighth day of January in the year Two Thousand and Nineteen (In words, indicate day, month, and year.)

form a Contract. A Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Contract may be amended or modified only by a Modification.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary Information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™ – 2014, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.



DocuSian Envelope ID: C8A2E4D2-90DF-40FE-B632-DC0103DBDEB6

(Paragraphs Deleted)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed Nine Hundred, Twenty-Seven Thousand, Nine Hundred and Three Dollars (\$ \$927,903.00), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.4.3.3 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Units and Limitations

Price Per Unit (\$0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
Project Manager	\$ 10,000
Superintendent	\$ 35,000
Temporary Toiles	\$ 1,980
Dumpster	\$ 3,300
Dust Walls-Interim Cleaning	\$ 10,345
Abatement	\$ 18,000
Access Control	\$ 38,850
Corridor Patching	\$ 12,000
Bid Package No 4-Roofing & Siding Bid	\$ 62,000
Package No 5-Gypsum BD Systems	\$ 77,000

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

None

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following: (Insert a description of how the Contract Sum will be determined.)

None

ARTICLE 4 PARTY REPRESENTATIVES

§ 4.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement: (List name, address and other information.)



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§ 5.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

None

ARTICLE 6 INSURANCE AND BONDS

Insurance and bonds will be in accordance with Article 16 of the Master Agreement, except as indicated below:

This Work Order enterside interpas of the day and year first written above.

| Drady Dickinson |
|-See attached digital signatures page| OWNER (Signature) |
| Brady Dickinson, Superintendent |
| Michael Arrington, Starr Corporation |
| (Printed name and title) |
| (Printed name and title) |
| Docusinated by:
| Docusinated by:
| Application |
| Application |
| Operation |
| Op





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User Notes: (389ADA41)

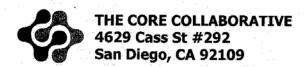
Exhibit "A"

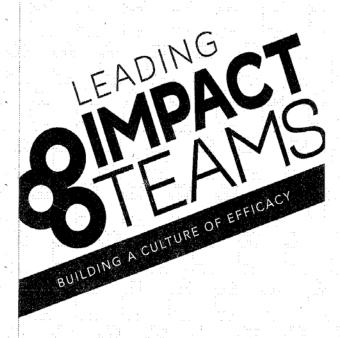
TFSD Elementary Vestibules

April 16, 2019

Bid Package No. 1-Concrete	\$	74,000.00
Bid Package No. 2-Rough Carpentry	\$	162,000.00
Bid Package No. 3-Millwork	\$	30,902.00
Bid Package No. 6-Flooring	\$ \$ \$ \$ \$ \$ \$	34,019.00
Bid Package No. 7-Painting	\$	14,305.00
Bid Package No. 8-Horizontal Blinds	\$	2,703.00
Bid Package No. 9-Fire Suppression	\$	11,400.00
Bid Package No. 10-Plumbing	\$	24,971.00
Bid Package No. 11-HVAC	\$	53,424.00
Bid Package No. 12-Electrical Systems	\$	144,000.00
Allowances		
Project Manager	\$	10,000.00
Superintendent		35,000.00
Temp Toilets	\$	1,980.00
Dumpster	\$	3,300.00
Dust Walls-Interim Cleaning	\$	10,345.00
Abatement	\$	18,000.00
Access Control	. \$	38,850.00
Corridor Flooring Patch Perrine	***	12,000.00
Bid Package No. 4-Roofing and Siding	\$	62,000.00
Bid Package No. 5-Gypsum Board Systems	\$	77,000.00
Contingency	\$	35,000.00
Payment and Performance Bond	\$	12,000.00
CM Fee	\$	60,704.00
7.11	•	
Total	\$	927,903.00

The Core Collaborative





PAUL BLOOMBERG • BARB PITCHFORD

Foreword by John Hattie

Proposal of Services

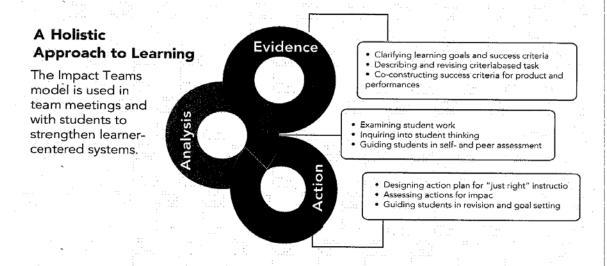
Submitted for consideration to:

Mr. Bill Brulotte, Assoc. Superintendent
Twin Falls School District #411
201 Main Avenue West
Twin Falls, ID 83301
brulottewi@tfsd.org
P:(208) 733-6900
F:(208) 733-6987

Proposal Submitted: 12/13/2018

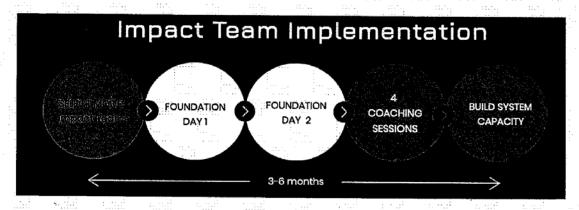
Proposal Valid Until: 1/13/2019

Payment Terms: Net 30 Days after Services The Impact Team Model (ITM) uses a foundational, simple and powerful 3-step protocol framework. This framework ensures that teams focus on developing assessment capable learners and ensures that teams are always asking, "What is our Impact?". Impact Teams use protocols purposefully to guide collaborative inquiry. In addition, the Impact Team Purposeful protocols are used **throughout all levels of the system**: classroom, teacher team meetings, instructional leadership team meetings and district and parent meetings.



WHERE TO BEGIN

The Model Teams Approach uses practice and implementation to build expertise, and teams then become the model for other teams in their schools. This is an execution-as-learning process in which teams learn protocols as needed through coaching and modeling.



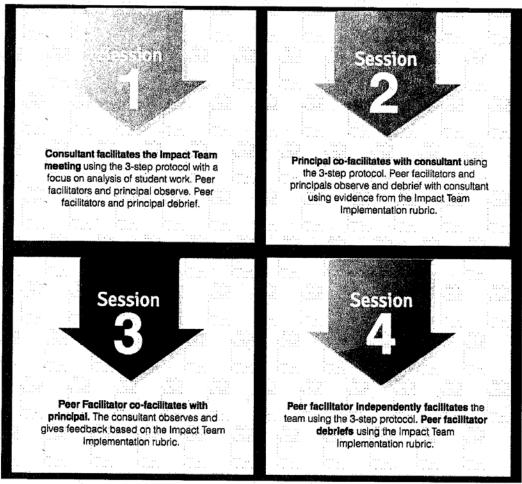


www.thecorecollaborative.com | 819-432 CORE (2873) | info@thecorecollaborative.com

2) IMPACT TEAMS DEEP IMPLEMENTATION COACHING

Required Resources: Leading Impact Teams and Leading Impact Teams Workbook

This implementation model operationalizes the four sources of efficacy by building expertise through practice that results in mastery experiences for teams. This is an execution-as-learning process in which teams learn protocols as needed through coaching and modeling. This implementation process is authentic, organic, and develops a variety of skills and knowledge in context focused on deepening content knowledge. Teams also use the Equitable, Viable and Coherent Curriculum assessment (chapter 5) to guide teams in enhancing teacher clarity regarding content and process.



Learning Intentions

Upon completion of the implementation days, participants will be able to:

- Expand the formative assessment process in the classroom
- Do critical analysis of curriculum alignment
- Deepen knowledge of strategies that leverage VL influences
- Gather evidence of formative assessment implementation in classrooms and develop next steps



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COMPANY CONTACTS

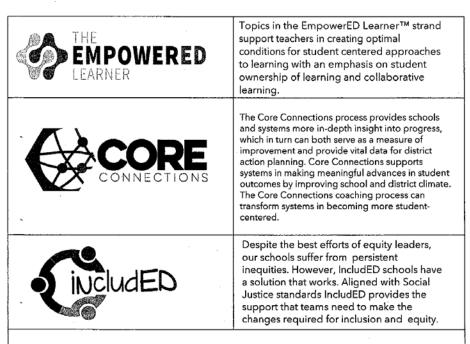


Sarah Stevens, Director of Professional Learning Phone:(620)404-8782 Email:sarah@thecorecollaborative.com



Tony Francoeur, Chief Financial Officer Phone: (858)688-1177 Email:tony@thecorecollaborative.com

Other Professional Learning Available



For More Suggestions Visit Our Website at: http://www.thecorecollaborative.com



www.thecorecollaborative.com | 619-432-CORE (2673) | Info@thecorecollaborative.com

The Core Collaborative

4629 Cass Street #292 San Diego, CA 92109 (858) 688-1177 tony@thecorecollaborative.com



ESTIMATE

ADDRESS

Mr Bill Bruiotte Twin Falls School District #411 201 Main Avenue West Twin Falls, ID 83301

ESTIMATE # 1372 **DATE** 12/13/2018 EXPIRATION DATE 01/13/2019

AMOUNT 2 Impact Teams TCC:Impact Teams PD 5,950.00 11,900.00 Professional Services to be rendered for Leading Impact Teams: Building a Culture of Efficacy by Dr Paul Bloomberg 2 Consecutive Foundation Days Dates: May 8-9, 2019 TOTAL

Description of Services on attached proposal. Pricing is inclusive to all travel expenses.

\$11,900.00

Accepted By

Accepted Date

The Write Tools



Date:

Monday, February 11, 2019

Name:

Teresa Jones

Address: Phone:

201 Main Street 208-733-6900

School: City/State/Zip: Twin Falls School District Twin Falls, ID 83301

Fax:

208-733-6987

Dear Teresa and Rachel,

Thank you for your support of The Write Tools. As a follow-up to your recent communications with Theresa Riege (TR), I am writing confirm two new days of training beginning on

Thursday

April 4, 2019

A day of COACHING and DEMO LESSONS

K-2nd Grade Teachers (GK)

Thursday

April 4, 2019

A day of COACHING and DEMO LESSONS

3rd - 5th Grade Teachers {TR}

To facilitate your training, I am enclosing:

- 1. A Professional Services Agreement Please review, sign, and return a copy of the PSA for our files by facsimile before your day of training on April 4th and
- 2. Estimate No. 1788 and our W9 These will assist your District representative in generating a contract, purchase order and payment to The Write Tools, LLC

Finally, if you have any additional questions, please feel free to give me a call.

Sincerely,

Julie Olivett

Administrative Assistant



Professional Services Agreement

Today's Date:

Monday, February 11, 2019

Services Requested:

A Day of COACHING and DEMO LESSONS.

Dates of Service:

Thursday, April 4, 2019

Instructors:

Theresa Riege and Gwen Karas

Time and Location:

Confirm with Theresa when she calls.

Number of Participants:

(Please notify us of the number of people expected.)

Supplies provided by the site:

Equipment provided by the site:

- LCD projector, document camera and portable mini-speakers for the trainer's laptop
- Screen or blank wall
- Flip Chart/Paper and Markers

School to Order from the Publisher:

<u>N/A</u>

Training Fees:

\$2800.00 per day per trainer up to 6 hours (for up to 40 participants) \$25.00 per teacher per day over 40

Cancellations must be submitted in writing. If cancellation occurs more than 30 days before scheduled presentation, a payment of \$2800 will be due; if less than 30 days, a payment of \$2800, plus a non-refundable \$250 cancellation fee, will apply. If the training is rescheduled within 12 months of the date of cancellation, then a credit of \$2800 will be applied.

Plus Expenses:

Instructor's aurfare, hotel, car rental, meals and parking

An Estimate is enclosed with this correspondence. An Invoice will be sent and payment will be due within 30 days

of your workshop.

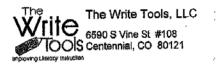
Teresa Jones

Alice Greiner/Owner The Write Tools, LLC

Director of Elementary Programs

School Name: Street Address: City, State, Zip: Twin Falls School District 201 Main Ave. West Twin Falls, ID 83301

The Write Tools, LLC training@thewritetools.net 6590 South Vine Street, Suite 108 Centennial, Colorado 80121-2762 Phone: 303-221-5301 Fax: 303-221-3796



Estimate

Date	Estimate #
2/11/2019	1788

	P.O. No.	Т	erms	Date	9
		due with	in 30 days	April 4, 2	2019
Description		1	Qty	Cost	Total
Training (Instructional training for up to 40 tea teacher, per day charge over 40) A day of Coaching and Demo Lessons 1 trainer for Primary 1 trainer for Upper Elementary Travel Expenses (Air, Hotel, Car, Meals and F		.00 per	2	2,800.00	5,800.00 1,800.00
Travel Expenses (Air, Hotel, Car, Meals and F	સારાા <u>યુ</u>	E: YE:			,,
			·		
		· · ·	Tota	<u></u>	\$7,400.00

Phone #	Fax#	E-mail S	Web Site
303-221-5301	303-221-3796	julie@thew/itetools:jiet	www.thewritetools.net



FAX/LETTER

Date:

Wednesday, February 13, 2019

Name:

Teresa Jones

Address: Phone:

201 Main Street

208-733-6900

School: City/State/Zip: Fax:

Twin Falls School District

Twin Falls, ID 83301 208-733-6987

Dear Teresa and Rachel,

Thank you for your support of The Write Tools. As a follow-up to your recent communications with Gwen Karas, I am writing to confirm 2 new days of training with Gwen beginning on

Monday

July 22-23, 2019

Two days of

K-5th Grade

and

Tuesday

NARRATIVE Writing

Teachers

To facilitate your training, I am enclosing:

- 1. Our Professional Services Agreement Please review, sign, and return a copy of the PSA for our files by facsimile before your first day of training on July 22nd;
- 2. Estimate No. 1789 This will assist your District representative in generating a contract, purchase order and payment to The Write Tools, LLC;
- The Write Tools Order Form The Write Tools NARRATIVE Writing (binders) are ordered directly from our publisher, Raindance Press, Inc. I am enclosing our W-9 for Raindance Press to assist your District representative in generating a separate purchase order for Raindance, as vendor, to cover the cost for your materials and their shipment. Please all two weeks for delivery; and
- 4. Our Supply List Please note that the supplies show under the NARRATIVE Binder should be provided by your District for your teachers on their days of training.

Finally, if you have any additional questions, please feel free to give me a call.

Sincerely

Administrative Assistant



Professional Services Agreement

Today's Date:

Wednesday, February 13, 2019

Services Requested:

Two Days of Narrative writing

Dates of Service:

Monday-Tuesday, July 22-23, 2019

Instructor:

Gwen Karas

Time and Location:

Confirm with Gwen when she calls.

Number of Participants:

(Please notify us of the number of people expected.)

Supplies provided by the site:

Please see the items listed on the Supply Lists

Equipment provided by the site:

LCD projector, document camera and portable mini-speakers for the trainer's laptop

Screen or blank wall

Flip Chart/Paper and Markers

School to Order from the Publisher:

The Write Tools (binder) for Narrative Writing (quantities determined by the District)

Training Fees:

\$2800.00 per day per trainer up to 6 hours

(for up to 40 participants) \$25.00 per teacher per day over 40

Cancellations must be submitted in writing. If cancellation occurs more than 30 days before scheduled presentation, a payment of \$2800 will be due; if less than 30 days, a payment of \$2800, plus a non-refundable \$250 cancellation fee, will apply. If the training is rescheduled within 12 months of the date of cancellation, then a credit of \$2800 will be applied.

Plus Expenses:

Instructor's airfare, hotel, car rental, meals and parking

An Estimate is enclosed with this correspondence. An Invoice will be sent and payment will be due within 30 days of your workshop.

resa Jones

Director of Elementary Programs

The Write Tools, LLC

School Name: Street Address: City, State, Zip: Twin Falls School District 201 Main Ave. West Twin Falls, ID 83301

The Write Tools, LLC training@thewritetools.net 6590 South Vine Street, Suite 108 Centennial, Colorado 80121-2762

Phone: 303-221-5301 Fex: 303-221-3796



Estimate

Date	Estimate #	
2/13/2019	1789	

Name / Address	
Twin Falls School District Teresa Jones 201 Main Avenue W Twin Falls, ID 83301	
,	

	P.O. No.	Terms	Date	\$
			July 22-23	3, 2019
Description		Qty	Cost	Total
raining (Instructional training for up to 40 tea eacher, per day charge over 40) Two days of Narrative Writing with K-5 distr Travel Expenses (Air, Hotel, Car, Meals and P Materials are ordered directly from our publish equire a separate Purchase Order	ict teachers arking)		2,800.00 1,400.00	5,600.00 1,400.00
	ते.			
		Tot	al	\$7,000.00

Phone #	Fax#	E-mail	Web Site
303-221-5301	303-221-3796	julie@thewritetools.net	www.thewritetools.net



FAX/LETTER

Date:

Wednesday, March 20, 2019

Name:

L.T. Erickson III, Director

Address:

201 Main Street

Phone:

208-733-6900

School: City/State/Zip: Twin Falls School District

Twin Falls, ID 83301

Fax:

208-733-6987

Dear L.T. and Rachel,

Thank you for your support of The Write Tools. As a follow-up to your recent communications with Theresa {Riege}, I am writing to confirm a new day of training with Theresa on

Tuesday

May 14, 2019

Complete Informative/Explanatory 7th - 12th

New

Writing

Grade Teachers

To facilitate your training, I am enclosing:

- 1. Our Professional Services Agreement Please review, sign, and return a copy of the PSA for our files by facsimile before your day of training on May14th;
- 2. Estimate No. 1790 This will assist your District representative in generating contracts, purchase orders, and payment to The Write Tools, LLC.
- 3. Our Supply List Please note that the supplies show under the INFORMATIVE/EXPLANATORY Binder should be provided by your District for your teachers on their respective days of training.

Feel free to give me a call, L.T. or Rachel, if you have any additional questions.

Administrative Assistant



Professional Services Agreement

Today's Date:

Wednesday, March 20, 2019

Services Requested:

A day of informative/Explanatory Writing

Dates of Service:

Tuesday, May 14, 2019

Instructor:

Theresa Riege

Time and Location:

Confirm with Theresa when she calls.

Number of Participants:

(Please notify us of the number of people expected.)

Supplies provided by the site:

Please see the items listed on the Supply List

Equipment provided by the site:

LCD projector, document camera and portable mini-speakers for the trainer's laptop

Screen or blank wall

Flip Chart/Paper and Markers

School to Order from the Publisher:

Training Fecs:

\$2800.00 per day per trainer up to 6 hours (for up to 40 participants)

\$25.00 per teacher per day over 40

Cancellations must be submitted in writing. If cancellation occurs more than 30 days before scheduled presentation, a payment of \$2800 will be due; if less than 30 days, a payment of \$2800, plus a non-refundable \$250 cancellation fee, will apply. If the training is rescheduled within 12 months of the date of cancellation, then a credit of \$2800 will be applied.

Plus Expenses:

Instructor's airfare, hotel, car rental, meals and parking

Payment:

An Estimate is enclosed with this correspondence. An Invoice will be sent and payment will be due within 30 days

L.T. Erickson III

The Write Tools, LLC

Director of Secondary Programs

School Name:

Twin Falls School District

201 Main Ave. West

Street Address; City, State, Zip:

. Twin Falls, ID 83301

The Write Tools, LLC training@thewritetools.net

6590 South Vine Street, Suite 108 Centennial, Colorado 80121-2762 Phone: 303-221-5301



Estimate

Date	Estimate #
3/20/2019	1799

Name / Address
Twin Falls School District
L.T. Erickson III, Director
201 Main Ave West
Twin Falls, ID 83301

	P.O. No.	1	Terms	Date	s
		due with	in 30 days	May 14,	2019
Description			Qty	Cost	Total
Fraining (Instructional training for up to 40 tea eacher, per day charge over 40) Complete I/E for new secondary teachers Fravel Expenses (Air, Hotel, Car, Meals and F		.00 per	1	2,800.00 800.00	2,800.00
Materials are ordered directly from our publish equire a separate Purchase Order	her, Raindance Press,	Inc and			
			· İ		
			ĺ		
				<u>_</u>	
			Tota	ıl	\$3,600.00

Phone#	Fax#	E-mail	Web Site
303-221-5301	303-221-3796	julie@thewritetools.net	www.thewritetools.net

Twin Falls School District

Time Clock Plus

DocuSign Envelope ID: 022D696D-A214-4B0B-BA05-B5640710D763

CUSTOMER
Twin Falls School District 411
201 Main Ave W
Twin Falls
Idaho 83301-6103

COMPANY CONTACT NAME: Shannon Swafford CONTACT EMAIL: Swaffordsh@tfsd.org CONTACT PHONE: 208-732-7524



EFFECTIVE DATE	ACCOUNTING CONTACT NAME	INITIAL SERVICE TERM	PAYMENT TYPE	PAYMENT TERMS
5/30/2019 9:40 AM	SPEila Rinehart	1 year	Net Terms	NA
BILLING CYCLE	LINK CONTACT NAME		DESIRED ACCESS DATE	
Annually	Shannon Swafford		07/01/2019	
STARTING DAY OF WORKWEEK	LINK CONTACT PHONE		LINK CONTACT EMAIL	
Sunday	208-732-7524	: :	swaffordsh@tfsd	.org

DESCRIPTION OF SERVICE

DMI will provide Customer and its authorized Employees and Users access to the Services during the Initial Service Term. DMI shall make Services available to Customer 24 hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond DMI's reasonable control. Customer will be responsible for all equipment and software required for Customer to access the Internet including, without limitation, a web browser compatible with the Services. Customer agrees to comply with all applicable data protection laws and to act as Data Controller, and appoint DMI as Data Processor, of Personal Data and Information entered by Customer's Employees and Users. Customer acknowledges that DMI is not responsible for any use or misuse of the Services by Customer or its employees or contractors or for ensuring Customer's adherence to applicable laws. Customer understands and agrees that your use of and access to TimeClock Plus OnDemand Services is subject to the complete terms and conditions found at: www.timeclockplus.com/saastermsandconditions.aspx.

SaaS - Terms and Conditions

Customer shall pay all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Master Service Order Form. Monthly charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the Licensing Agreement. Total employees each month are defined as the total number of Employees who are made Active at any time and for any duration during any calendar month. Customer may add additional Employees as desired each month by paying the Monthly Employee Fees for those added.

The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet or on the Start Date whichever is later, and will continue for the Initial Service Term. Thereafter this Agreement will automatically renew for successive periods of the same duration as the Initial Service Term unless either party gives the other party ninety (90) days' notice of its intent not to renew. Pricing of subsequent Terms may be subject to the renewal pricing set forth in the notes section of the DMI Invoice. Customer hereby acknowledges that special pricing offered for initial Terms may not be valid at the time of renewal.

By signing this Master Service Order Form for TimeClock Plus OnDemand Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus OnDemand Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement and DMI's Global Data Privacy Policy found at: www.timeclockplus.com/privacy_aspx.

Print Name:	Shannon Swafford	<u> </u>
Title:	Human Resources Direc	tor
horized Signature:	Sharran Swafford	

Data Management, Inc. {"DMI") 1 TimeClock Drive San Angelo, TX 76904

Rev. 1.19.2019_D.McIntyr

DocuSign Envelope ID: 022D696D-A214-4B0B-BA05-B5640710D763

TimeClock Plus OnDemand Master SaaS Agreement

THIS AGREEMENT is entered into as of 5/30/2019 | 9:40 AM PDT ("Effective Date"), by and between **Data Management**, **Inc.**, a Texas corporation with its principal office located at 1 Time Clock Drive San Angelo, TX 76904 ("DMI"), and TW1 n Falls School is principal office 11 located at 201 Main Ave W, Tw1n Falls ("CILIN"),83301-6103

WHEREAS, DMI and Client desire to enter into this Agreement for the provision of hosted services by DMI to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

Definitions.

- 1.1 "Affiliate" means with respect to Client, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Client
- 1.2 "DMI Technology" means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by DMI in the provision of the TCP Services
- 1.3 "TCP Services" means the hosted TimeClock Plus software application hosted by DMI in accordance with DMI's then-current hosting environment and including the ancillary services described in this Agreement,
- 1.4 "Client Equipment" means the computer hardware, software and other tangible equipment and intangible computer code employed by Client in its use of the TCP Services.
- 1.5 "Client Data" means Client's information or other data processed, stored or transmitted by, in or through the TCP Services.
- 1.6 "Designated Users" means the number of identifiable unique persons who are authorized by Client at any one time to use the TCP Services as set forth in the Order Form.
- 1.7 "Use Fees" means the fees set forth on the applicable Order Form or Invoice, including, but not limited to, Monthly Employee Fees and Hardware Support and Maintenance Agreement Fees.
- 1.8 "Internet Data Center(s)" means any of the facilities used by DMI to provide the TCP Services.
- 1.9 "Maintenance And Support Services" means the services and related terms and conditions as provided in the Maintenance And Support Terms attached as Exhibit A.
- 1.10 "Order Form" means a written document mutually agreed upon and executed by the parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.
 - 1.11 "Term" means the meaning set forth in Section 14.

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- 1.12 "Unsecured Client Data" means Client Data that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of at least 128 bit encryption technology.
- 1.13 "Employee" means Customer's individual employee, worker, consultant, substitute or contractor.
- 1.14 "Active Employee" means a Customer Employee that has not been marked as either terminated or suspended within the TimeClock Plus OnDemand system for whom Customer is required to pay a fee under this Agreement.
- 1.15 "Provisions" means the permission(s) granted to Customer's Employees to access features within with TimeClock Plus OnDemand Software, as outlined on the Master Service Order Form or Invoice. Provisions are applied within the Software by Customer's authorized Users.
- 1.16 "Monthly Employee Fee" means DMI's then current fees applicable for each of Client's Employees based on the aggregated Provisions, to access and use the Services measured over the course of each calendar month, as outlined on the Master Service Order Form or Invoice. This fee may be prorated during the first month of the Initial Service Term, and may be prorated for the last month of the Initial Service Term.
- 1.17 "Personal Data" means any information that can be used to identify, locate or contact an Employee or User.
- 1.18 "Subprocessor" mean any third party processor engaged by DMI for the purposes of processing Personal Data.
- 1.19 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Customer from DMI or a registered reseller.
- 1.20 "Supported Hardware" means any hardware purchased from DMI that is coverable under a DMI Support and Maintenance Agreement.
- 2. Delivery of Services. Subject to the other terms and conditions of this Agreement and DMI's Global Data Privacy Policy, DMI grants to Client and its Affiliates only for their Designated Users a nonexclusive right and subscription license and to access and use the TCP Services during the Term only for internal business purposes of processing, storing and maintaining Client Data. DMI shall provide Customer and its authorized Employees and Users the TCP Services during the Term in accordance with the terms and conditions of this Agreement.
- 2.1 Client's Responsibilities. Client agrees to act as the Data Controller, and appoint DMI as Data Processor, of information entered by its authorized Employees and Users. Client agrees to impose similar data protection-related terms that will not be less protective than those imposed on DMI by this Agreement and the Global Data Privacy Policy.
- 2.2 Subprocessors. DMI has appointed third party data Subprocessors for the purposes of providing hosting and security services. These Subprocessors may process Personal Data in accordance with the terms of this agreement and the Global Data Privacy Policy. The Subprocessor agreements impose similar data protection-related processing terms on the third party Subprocessor that are not less protective than those imposed on DMI in this Agreement and the DMI Privacy Code for Client Data Processing Services. DMI has publish an overview of the categories of Subprocessors involved in the performance of the relevant Services which can be found at www.timeclockplus.com/privacy.aspx.

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- 3. Security. As part of the TCP Services, DMI shall implement reasonable security procedures consistent with industry best standards to protect Client Data from unauthorized access, including without limitation (i) 256-bit encryption of data at rest within DMI's servers, movable computing devices, and data communications, (ii) firewalls, (iii) virus detection and antivirus software, (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular users; and (v) additional security controls consistent with SOC 2 Type II reporting standards (the "Security Standard"). In addition, DMI shall not host or archive Client Data outside the United States. Client agrees that DMI shall not, under any circumstances, be held responsible or liable for situations where the security, stability, or availability of the TCP Services is compromised by Client or a Designated User.
- 4. Breaches of Security. DMI shall implement reasonable and appropriate security procedures consistent with prevailing industry standards and applicable data protection laws to protect Client Data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from the failure of DMI to perform the forgoing obligations, the parties agree that DMI shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to either party at the time. DMI will promptly report to Client any unauthorized access to Client Data upon discovery and in accordance with applicable data breach notification laws. DMI will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, DMI and DMI's third party breach notification contractor will control all breach notifications.
- 5. Lost Data; Recovery. DMI shall undertake commercially reasonable efforts to backup Client Data. The parties agree, however, that DMI shall not be responsible for (i) the accuracy and adequacy of any Client Data or (ii) for maintaining procedures other than the TCP Services for reconstruction of lost data.
- 6. Relocation of DMI Supplied Equipment. In the event that DMI deems it necessary to relocate the DMI Technology to another Internet Data Center operated by or for DMI, Client will cooperate in good faith with DMI to facilitate such relocation. The terms of the Global Data Privacy Policy and this Agreement govern the transfer of Personal Data to a third party Subprocessor and DMI shall be solely responsible for any costs and expenses incurred by DMI in connection with any such relocation and will use commercially reasonable efforts, in cooperation with Client, to minimize and avoid any interruption to the TCP Services.
- 7. Restriction on Use. Client covenants and agrees that its use of the TCP Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, data protection, and export control laws. Without limiting the generality of the foregoing, Client shall not, nor shall it permit or assist others, to:
 - 7.1 abuse or fraudulently use the TCP Services;
- 7.2 obtain or attempt to obtain TCP Services by any fraudulent means or device with intent to avoid paying the Use Fees;
 - 7.3 allow access to the TCP Services other than by the Designated Users;
 - 7.4 permit any third party that is not an Affiliate to use or access the TCP Services;
 - 7.5 process or permit to be processed the data of any third party that is not an Affiliate;

Twin Falls School District

Tyler Technologies



Prepared for:

Quoted By: Quote Date: Expiration:

Sales Rep 4/15/2019 7/14/2019

Twin Falls School District 201 Main Ave W, Twin Falls, ID 83301

Tyler Software

Infinite Visions Enterprise Edition Software Suite

Student Count: 9,500

5 to 5 to 5	D06035 166	Stictual Fee
Infinite Visions Interfaces		
Description -	License Fee	Annuai Fee
Timecard Systems Interface Integration with 3rd porty timecard system	\$6,262	\$1,618
Software Sub-Total:	\$6,262	\$1,618
TOTAL Software:	\$6,262	\$1,618

Estimated Professional Services

Description	Sves Hes	Svcs Cost	
Project Management		\$600	HE COMMENCE TO SERVICE A SERVICE AND A SERVICE ASSESSMENT OF THE SERVI
Training	16	\$2,000	
TOTAL Profession	val Sandeos:	\$2.500	

Summary	One-Time Fees	Recurring Fees
Total Tyler Software	\$6,262	\$1,618
Total Tyler Services	\$2,600	\$0
Summary Total	\$8,862	\$1,618
Contract Total	\$10,479	

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Page 1 of 2

Twin Falls School District

Proposal Notes:

- T. Pricing dires not include travel expenses for onsite services. Travel expenses will be billed for reimbursement according to Tyler's standard business travel policy.
- 2. Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date.
- 3. Some services may be delivered remotely via web-based training.
- 4. All payment terms are not thirty (30) days.
- 3. Type: Technologies will bill training and consulting services in half-day or full-day increments. If the scheduled session is cut short for any other reason, we will bill for the time scheduled. If the agenda topics are sufficiently covered, you may ask the consultant for help in other areas to maximize the value of their time.
- 6. Typer will invoice Client for the License Fees listed above upon delivery of the software.

Signature Approval: Custamer Approval: Custamer Approval: Charmon Swallhold	
Customer Approvel: Namen Owe Hell d	Date: 5.30-19
Print Name: Shannon Swafford W	PO#:

CONFIDENTIAL

Page 2 of 2

Ventive

vent∦ve

- info@getventive.com
 - 414-306-3252
- 121 N 9th St, Boise, ID, 83702 Q

EXHIBIT "A"

STATEMENT OF WORK NO. 2 (Per Agreement dated February 12, 2019)

1. AUTHORIZATION AND EXECUTION:

Pursuant to the Consulting Agreement ("Agreement") dated as of February 12, 2018 and by the signatures of their representatives below, TWIN FALLS SCHOOL DISTRICT and VENTIVE execute this Statement of Work to identify the services which VENTIVE agrees to provide to TWIN FALLS SCHOOL DISTRICT, to set forth the amount which TWIN FALLS SCHOOL DISTRICT agrees to pay VENTIVE for the services identified herein, and to set forth any additional terms and conditions concerning the services described herein. Except as otherwise expressly provided for herein by reference to the affected section of the Agreement, the rights and obligations of the Parties set forth in this Statement of Work (SOW) shall be governed by the Agreement. This SOW and its authorizing Agreement heither modify nor supersede any previous and/or existing agreements between TWIN FALLS SCHOOL DISTRICT and VENTIVE in any way whatsoever.

DESCRIPTION OF SERVICES:

TWIN FALLS SCHOOL DISTRICT desires VENTIVE to provide immediate and ongoing support and maintenance for www.TFSD.org and other related ad hoc tasks and services as requested or approved by TWIN FALLS SCHOOL DISTRICT. Due to the nature of the work requested, the scope and priorities will be defined on an ongoing basis and VENTIVE does not guarantee the provided estimates such that the actual time billed may exceed the estimate. Actual times spent on tasks shall be recorded and provided via the bi-monthly invoices submitted by VENTIVE.

VENTIVE will work on an "As Needed" basis upon request or approval by TWIN FALLS SCHOOL DISTRICT.

3. RESOURCES:

A. Rate Structure: VENTIVE shall utilize its resources as required to conduct the tasks in this Statement of Work. The PARTIES agree to VENTIVE rate structure detailed in Table 3:



vent*ve

info@getventive.com

414-306-3252

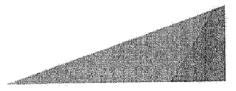
121 N 9th St, Boise, ID, 83702 👂

Table 3

Rate Card	Hourly Rate
Executive Technologist (Vlad D.)	\$225
Project Technical Lead	\$150
Senior Product Manager (UX/UI)	\$150
Project Manager	\$140
User Experience Designer / Researcher	\$140
Sr. Software Developer	\$130
React Native Mobile App Developer	\$130
Back-end Developer	\$125
Front-end Developer	\$125
Visual Designer	\$125
DevOps Engineer/System Admin	\$130
Quality Assurance	\$110
Marketing (Creative/Lead)	\$150
Marketing (Support)	\$115
Estimated Average Hourly Rate	#\$130.

B. Conditions:

a. Rates listed above are not guaranteed outside of this SOW, unless specifically stated in subsequent SOWs.



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 The Rates listed herein are confidential and shall not be disclosed to any third party without VENTIVE's written consent, unless required by law.

CONDITIONS OF SERVICE:

- A. Personnel: VENTIVE will provide appropriately qualified personnel to support each area of expertise required to execute the tasks listed below at a level determined by TWIN FALLS SCHOOL DISTRICT and VENTIVE.
- B. Additional Services: VENTIVE will be prepared to provide additional services as required to support the services described in Section 2. TWIN FALLS SCHOOL DISTRICT will provide connectivity, access and administrative rights sufficient to complete all tasks.

C. Report Generation: VENTIVE will generate and provide required reports by TWIN FALLS SCHOOL DISTRICT as billable time hereunder.

- D. Deliverables: Labor shall be delivered as required to support each of the tasks listed in this Statement of Work. Specific deliverables may include but are not limited to:
 - Technical briefings, reports, evaluations and presentations prepared under this agreement
 - Status Reports as required and in the format required by TWIN FALLS SCHOOL DISTRICT
 - c. Work Product, including but not limited to: AWS accounts and servers, development and production environments on AWS, all source code and related assets, and all related work product.

5. COMPENSATION AND PAYMENT:

- A. VENTIVE will transfer the existing \$1,500 retainer previously paid by TWIN FALLS SCHOOL DISTRICT to the start of work outlined in this SOW. This retainer will be held by VENTIVE and VENTIVE shall have the option to use the retainer to pay any outstanding balance that is unpaid for more than 30 days, at which time TWIN FALLS SCHOOL DISTRICT shall replenish the retainer to \$1,500 before additional work continues. Any unused retainer balance shall be refunded to TWIN FALLS SCHOOL DISTRICT upon termination of this SOW.
- B. TWIN FALLS SCHOOL DISTRICT agrees to pay VENTIVE for the Services provided and invoiced (detailed invoices to be provided) under this SOW upon TWIN FALLS SCHOOL DISTRICT's acceptance of the Services and/or Work Product, at 15-day intervals. Reference activities from VENTIVE time reports and/or Work Product delivered shall be used to verify acceptance of work effort. The maximum total potential contract amount of this SOW is \$1,500 per month according to the rate schedule detailed in Table 3 above. If at any point, VENTIVE determines it will exceed the maximum work hour amount; a written request to exceed the maximum amount, along with a new SOW, must be submitted by VENTIVE sufficiently in advance for TWIN FALLS SCHOOL DISTRICT's approval. Refusal by TWIN FALLS SCHOOL DISTRICT to approve VENTIVE's request to



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info@getventive.com

414-306-3252

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exceed the maximum amount of any SOW shall release VENTIVE from the duty to deliver the Services or Work Product that would have otherwise exceeded the maximum amount budgeted within that SOW.

- C. Invoice payments are due within 30 days. VENTIVE will apply a 1.5% monthly interest charge to any balances that are not received within sixty days of invoice delivery. Any questions or clarifications needed on any invoice entries must be received by VENTIVE within 10 days of the invoice delivery date. After 10 days, invoices are considered accepted by TWIN FALLS SCHOOL DISTRICT.
- D. Reference activities from VENTIVE's time reports and/or Work Product delivered shall be used to verify acceptance of work effort.

TERM: 6.

This Statement of Work shall remain in effect until terminated as per the Agreement, or superseded by a new Statement of Work.

SIGNATURES: 7.

TWIN FALLS SCHOOL DISTRICT

Name: Eva Craner Date: 4/11/19

VENTIVE LLC

Name: Jonathan Cardella

Date: 04/11/2019

Why Try LLC



SCOPE OF WORK

This Agreement entered on February 14, 2019 is between Twin Falls School District and Why Try LLC (Independent Contractor). WhyTry LLC signs this Agreement as an Independent Contractor and not as an employee; this Agreement shall not be construed as creating a partnership or other kind of joint venture between the parties.

SERVICES AND FEES OF INDEPENDENT CONTRACTOR

Date(s) of Service

August 14, 2019

Sponsor:

Twin Falls School District

Location:

201 Main Avenue West Twin Falls, ID 83301

Time:

8:30 am - 12:00 pm

Type of Service:

District Keynote

Presentation Name: "Resilience Can Be Taught" 4 Tools to Motivate EVERY Student Approximate Number of Participants: 350 1000

Materials or Media Equipment Needed: Large projection screen & electrical outlet

Hosting Requirements:

A room that can hold at least 350 individuals classroom-style 1000 2 web 170 mm scating

Scope of Work: Christian Moore, founder and author of the WhyTry Program and The Resilience Breakthrough, will provide a keynote presentation to motivate and inspire district members on the topic of resilience. Also included is a book signing after the keynote.

Relationship, Relevancy, Resiliency. TM



OWNERSHIP AND USE OF MATERIAL AND SERVICES

It is understood that the Twin Falls School District may use any forms, material and information

provided in this presentation in order to fulfill its mission.	
It is understood that the <u>Twin Falls School District</u> will not use an developed separately by <u>WhyTry LLC</u> for commercial sale, distribution-profit activity without benefit of a new and separate Agreement material to be used.	bution or any for-profit or not-
The Above is Signed and Agreed to by WhyTry LLC	
Bjorn Trejo, National Program Director	February 14, 2019. Date
All checks and purchase orders are to be made out to:	
Organization: WhyTry LLC (Private Organization) Address: 5455 North River Run Drive Provo, UT 84604 Phone: 801,705.6147 Email: bjorn@whytry.org	
Taxpayer Identification Number: 45-3668537 The Above is Signed and Agreed to by <u>Twin Falls School Distri</u>	ct
Eva Craner, Director	2 1 C Date

Relationship, Relevancy, Resiliency. ™

Youth Change Workshop



275 N. Third Street, Woodburn, OR 97071 • 800.545.5736 • 503.982.7910 Fax • www.youthchg.com

April 23, 2019

Gwenda Lockwood Bridge Academy 616 Eastland Dr. Twin Falls, ID 83301

Re: Tuesday-Wednesday , May 28-29, 2019 On-Site Workshop Please initial here to verify the date(s) shown are correct

Please return the signed copy of this document within I week or notify us that additional time will be needed.

Due to high demand for dates, this document must be returned within I week or notification of delay provided. Your cooperation is appreciated.

Dear Gwenda,

Thank-you for deciding to bring Youth Change's Breakthrough Strategies to Teach and Counsel Troubled Youth Workshop to your site. This letter of agreement specifies the service Youth Change will provide. This letter also covers the workshop cost, type of site, equipment and materials that you will provide. If any of these items do not appear to be in keeping with our discussions, please call me so we can resolve any concerns to your satisfaction. Our history and our goal is to provide a totally satisfactory experience in every respect, both during the planning stages and during the actual sessions.

Responsibilities of Youth Change:

- 1. Youth Change will provide a 10 hour (maximum duration) workshop entitled Breakthrough Strategies to Teach and Counsel Youth presented by Ruth Herman Wells, M.S. This session will offer school, social and coping skills strategies. This class will be held at a site arranged by you, with session times of 8:00 AM to 1:00 PM on Tuesday, May 28, 2019 and 8:00 AM to 1:00 PM on Wednesday, May 29, 2019, or similar times mutually agreed to. (Modified times that total no more than the number of hours shown above, after deducting breaks/lunches, may also be possible if the instructor can access air transportation. The times shown permit that access. If mutually agreeable alternate times can be found, you must request them prior to signing this document so that a new, updated contract can be substituted. Otherwise, air travel is purchased based on the times shown here.)
- 2. Youth Change will provide you a master copy of the class workbook complete with lessons and resources, in an electronic version (PDF file) that you can print or share electronically with participants.

Responsibilities of Bridge Academy:

1. To secure an appropriate site for the workshop. (A chart is enclosed to detail these needs.) A large open area is essential, such as a multi-purpose room. Auditoriums with fixed seats will not work well. Tables for the participants are recommended. We'll need a Power Point projector; a large screen (at least 6' x 6', 8' x 8' or larger is

Twin Falls School District

preferred; smaller screens will usually not work); and 1 flip chart with paper. For two day classes, an amplifier or boom box for playing an MP3 is needed. A cordless, lavaliere microphone is essential for groups of 50 or more.

- 2. The workshop sponsor will ensure access to the training room the afternoon/evening before the class if possible, but no later than 1 to 1-1/2 hours prior to the first session's starting time to allow for set-up. The sponsor will have the room and equipment ready by this time to ensure starting on time. The sponsor will provide a person throughout the session to be available to try to remedy problems such as equipment breakdown.
- 3. The sponsor will distribute the course workbook to participants via print, or electronically.
- 4. The sponsor will remit to Youth Change \$5,900 within 30 days following the workshop session date. Youth Change will mail you an invoice after the session.

If any of these conditions are not satisfactory, please call and we'll adjust accordingly. This letter can be made a contract by dating and signing below. Please return one copy to Youth Change and retain your copy. Please return this document as soon as possible or alert us if additional time is required. Please note that once this agreement has been signed, your class is a definite booking that can't be canceled. If serious weather/other condition develops that impedes essential air or ground travel, Youth Change will provide a brief postponement; any non-refundable costs for travel and shipping become the responsibility of the sponsor, due with the original contract fee 30 days after the original class date. The class will be re-scheduled as soon as a mutually acceptable date is agreed upon. Due to scheduling limitations, Youth Change will not be able to arrange postponements requested by the sponsor for other reasons. This agreement may not be superseded by any other document without the express, prior written consent of both parties.

Thank-you again for selecting Youth Change Workshops.

Sincerely, RR

Ruth Herman Wells, M.S.

Director