

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
2/12/19 & on going unless cancelled	Ventive (District website services)	Billed according to work performed
7/1/19-6/30/20	all Elem. Schools Istation (Reading subscription)	\$69,650.00
8/1/19-6/30/20	Achieve 3000 (Licenses)	\$50,390.00
Summer 2019	Starr Corporation--Work order #1	\$199,558.23
Summer 2019	Elem. Security Vestibules Starr Corporation--Work order #2	\$927,903.00
4/4/19-6/30/20	Elém. Security Vestibules Power School--School locator license & implementation	\$3,491.25
5/28-29, 2019	Youth Change--Workshop	\$5,900.00

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*

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 neither modify nor supersede any previous and/or existing agreements between TWIN FALLS SCHOOL DISTRICT and VENTIVE in any way whatsoever.

2. 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:

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.

- b. The Rates listed herein are confidential and shall not be disclosed to any third party without VENTIVE's written consent, unless required by law.

4. 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:
 - a. Technical briefings, reports, evaluations and presentations prepared under this agreement
 - b. 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

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.

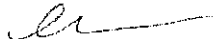
- C. Invoice payments are due within 30 days. VENTIVE will apply a 1.5% monthly interest charge to any balances that are not received within sixty days of invoice delivery. Any questions or clarifications needed on any invoice entries must be received by VENTIVE within 10 days of the invoice delivery 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.

6. TERM:

- a. This Statement of Work shall remain in effect until terminated as per the Agreement, or superseded by a new Statement of Work.

7. SIGNATURES:

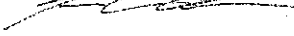
TWIN FALLS SCHOOL DISTRICT

By: 

Name: *Eva Craner*

Date: *7/11/19*

VENTIVE LLC

By: 

Name: Jonathan Cardella

Date: 04/11/2019



Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Quote Q-03484-1

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



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: info@istation.com

Quote: Q-03484-1
Prepared For: Twin Falls School District
Date: 2/15/2019 3:56 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 Reading

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE	SALE PRICE
1	Istation Reading	7/1/2019	12	6/30/2020	Bickel Elementary School	\$4,460.00	\$4,460.00
1	Istation Reading	7/1/2019	12	6/30/2020	Harrison Elementary School	\$7,650.00	\$7,650.00
1	Istation Reading	7/1/2019	12	6/30/2020	Lincoln Elementary School	\$7,650.00	\$7,650.00
1	Istation Reading	7/1/2019	12	6/30/2020	Morningside Elementary School	\$7,650.00	\$7,650.00
1	Istation Reading	7/1/2019	12	6/30/2020	Sawtooth Elementary School	\$7,650.00	\$7,650.00
1	Istation Reading	7/1/2019	12	6/30/2020	I B Perrine Elementary School	\$7,650.00	\$7,650.00
1	Istation Reading	7/1/2019	12	6/30/2020	Oregon Trail Elementary School	\$8,980.00	\$8,980.00
1	Istation Reading	7/1/2019	12	6/30/2020	Rock Creek Elementary School	\$8,980.00	\$8,980.00
1	Istation Reading	7/1/2019	12	6/30/2020	Pillar Falls Elementary School	\$8,980.00	\$8,980.00
Istation Reading TOTAL:							\$69,650.00

SUBTOTAL: \$69,650.00
DISCOUNT: (\$0.00)
TAX (if applicable):
CUSTOMER TOTAL: \$69,650.00



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: info@istation.com

Quote: Q-03484-1
Prepared For: Twin Falls School District
Date: 2/15/2019 3:56 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.

Additional Options (to be paid in full):

Choose 1, 2, or 3 year Subscription						
		<u>1 YEAR SUBSCRIPTION</u>		<u>2 YEAR SUBSCRIPTION</u>		<u>3 YEAR SUBSCRIPTION</u>
Additional Discount Amount:		<i>Quoted Price</i>		(\$6,965.00)		(\$20,895.00)
% Discount:		<i>Quoted Price</i>		5%		10%
Your Total Cost:		\$69,650.00		\$132,335.00		\$188,055.00

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

Twin Falls School District

Signature: Teresa Jones
Printed Name: Teresa Jones
Title: Director of Elementary
Dated: 4/11/2019 Programs
PO # (if available): _____

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

Primary Implementation Contact

Name: Teresa Jones
Email: joneste@tfstd.org
Phone: 208-733-6900

Accounts Payable / Billing Contact

Name: Naomi Briggs
Email: briggasna@tfstd.org
Phone: (208) 733-6900

District Technology Contact

Name: Jim Ohlensehler
Email: ohlensehlerji@tfstd.org
Phone: 208-733-6900

District Data Contact

Name: Teresa Jones
Email: joneste@tfstd.org
Phone: (208) 733-6900



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TERMS OF USE:

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**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **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.
3. **Subscription.**
 1. 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, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
 2. 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. 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 tied 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 unauthorized) of the Authorized Users.
4. **Intellectual Property.** All Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials) and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the

- Web Site, and the Downloadable Materials), such as the design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the "**Resource Materials**"), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation's licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation's licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.
6. **Restrictions.**
1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
 2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
 3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resource or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, or (iv) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
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 5. You may not copy the Resources or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
 6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
 7. You may not upload any data to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
7. **Conduct.**
1. 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; (iii) 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.
 2. 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.
8. **Security.**
1. 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.
 2. 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.

9. **No Control over Submissions.**

1. 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's sole 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.
2. Istation 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.
3. 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.

10. **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 Resource 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 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.

12. **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 displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
2. You may not create 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.

1. **Disclaimer.**

1. 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, software, or any information service provider.
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 notice.

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4. 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.
2. **Limitation of Liability and Damages.**
 1. 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 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, OR (v) 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'S RESPECTIVE LICENSORS, SERVICE 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.
 2. 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.
 3. 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.
 4. 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.
4. **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 such action.
5. **Miscellaneous.**
 1. 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 shall control.
 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.
 3. 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 updates.

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,
 1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
 2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
 3. 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 consent to use De-identified Information.

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 sixty days 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 cookie, 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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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@tfstd.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.

Participating Schools	Total Licenses Purchased	
	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	Cost	Qty	Total
Achieve3000's Pro Differentiated Literacy Solution: up to 500 students. (NP-LIT)	\$16,475.00 per site	1.00	\$16,475.00
Professional Development Services (PDI)	\$2,695.00 per session	2.00	\$5,390.00
Subtotal			\$50,390.00
Order Total			\$50,390.00

See Next Page for Quote Acceptance



Acceptance for Quote ID Q-03507: \$50,390.00

Twin Falls School District 411

Achieve3000

Account Name

Lennat V. Erickson III

Signature

Signature

Dr. L.T. Erickson, Director of

Name / Title

Secondary Programs Name / Title

4/11/2019

Date

Date

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000

1985 Cedar Bridge Ave., Suite 3

Lakewood, NJ 08701

Fax: 316-221-0718

Email: orders@achieve3000.com

For questions, please contact Renewal Sales at 732-367-5505 x222.

This quote is governed by and subject to the Achieve3000 terms and conditions at www.achieve3000.com/terms-of-service. By signing this quote, you are agreeing to such terms and conditions.

National Literacy Summit

November 11-13 | Orlando, FL

Join us at the National Literacy Summit, an interactive experience where you'll collaborate and learn powerful new strategies for literacy instruction from an incredible lineup of the industry's thought leaders and expert practitioners. Ask about special customer pricing!

About Achieve3000®

Achieve3000 is the leading literacy platform in today's blended learning programs, with cloud-based solutions that serve more than three million students worldwide. Based on decades of scientific research, Achieve3000's patented and proven differentiated instruction for grades PreK-12 and adult education reaches all students at their individual reading levels to accelerate learning, improve high stakes test performance, and drive college and career success. To explore more options, such as our multi-year quote with LOCKED-IN PRICING for three full years, please contact sales.support@achieve3000.com for an adjusted quote.

Discover all of Achieve3000's research-based solutions by visiting www.achieve3000.com.



AIA® Document A221™ – 2014

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 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.

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)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(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 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	Allowance
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

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

(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:

Document	Title	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.

Section	Title	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	Title	Date
--------	-------	------

§ 5.1.6 The Addenda, if any:

Number	Date	Pages
001	March 7, 2019	
002	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

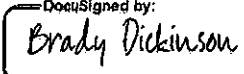
Insurance and bonds will be in accordance with Article 16 of the Master Agreement, except as indicated below:


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User Notes:

(3B9ADA4F)

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

DocuSigned by:

OWNER (Signature)
Brady Dickinson, Superintendent
(Printed name and title)

DocuSigned by:

CONTRACTOR (Signature)
Michael Arrington, Starr Corporation
(Printed name and title)



Starr Corporation | P.O. Box 46 | Twin Falls, ID 83303-0046
PHONE (208) 733-5695 | FAX (208) 734-9537 | WEB www.starrcorporation.com



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:

1. 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.
3. Proposed GMP, organized as outlined, is attached as Exhibit "B".
4. 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

Drawing No.	
	EARLY BID PACKAGE – FEB. 28, 2019 GROUP 1 -HARRISON ELEMENTARY SCHOOL -LINCOLN ELEMENTARY SCHOOL -MORNINGSIDE ELEMENTARY SCHOOL
	GENERAL
G0.00	COVER SHEET
	ARCHITECTURAL
A2.00	HARRISON - DEMO, FLOOR, CEILING & ROOF PLAN
A2.01	LINCOLN - DEMO, FLOOR, CEILING & ROOF PLAN
A2.02	MORNINGSIDE - DEMO, FLOOR, CEILING & ROOF PLAN
A7.01	DOOR SCHEDULE, TYPES, AND FRAME TYPES
A7.02	DOOR SCHEDULE, TYPES AND FRAME TYPES
	EARLY BID PACKAGE – FEB. 28, 2019 GROUP 2 -BICKEL ELEMENTARY SCHOOL -J.B. PERRINE ELEMENTARY SCHOOL -OREGON TRAIL ELEMENTARY SCHOOL
	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
PROJECT MANUAL	ELEMENTARY SCHOOL – SECURITY VESTIBULES / GROUP 1, EARLY BID PACKAGE, FEBRUARY 28, 2019 -LINCOLN ELEMENTARY -MORNINGSIDE ELEMENTARY -HARRISON ELEMENTARY
PROJECT MANUAL	ELEMENTARY SCHOOL – SECURITY VESTIBULES / GROUP 2, EARLY BID PACKAGE, FEBRUARY 28, 2019 -BICKEL ELEMENTARY -J.B. PERRINE ELEMENTARY -OREGON TRAIL ELEMENTARY
ADDENDUM NO. 001	Group 1 & Group 2 dated 03.07.2019
ADDENDUM NO. 002	Group 1 & Group 2 dated 03.12.2019

Exhibit "B"

TFSD Elementary Vestibules-Early Bid Packages

March 19, 2019

Bid Package No. 1-Storefront	\$	143,886.00
Bid Package No. 2-HM Doors, Frames, Hardware	\$	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

AIA® Document A221™ – 2014

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.

(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.)

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	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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User Notes:

(389ADA41)

§ 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 entered into, as of the day and year first written above.

Brady Dickinson

-See attached digital signatures page-

OWNER (Signature)

Brady Dickinson, Superintendent

(Printed name and title)

DocuSigned by:

Michael Arrington

-See attached digital signatures page-

CONTRACTOR (Signature)

Michael Arrington, Starr Corporation

(Printed name and title)

DS

BD

DS Init.

NA

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User Notes:

(3B9ADA41)

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
Total	\$	927,903.00



PowerSchool Group LLC
150 Parkshore Dr, Folsom, CA 95630
Quote #: Q-190220-1

Quote Expiration Date: 6/3/2019

Prepared By: Bradley Kerst

Customer Contact: Jim Ohlensehlen

Customer Name: Twin Falls School District 411

Title: Staff

Enrollment: 9,700

Address: 201 MAIN AVE W

of Schools: 10.00

City: TWIN FALLS

Contract Term: 36 Months

State/Province: Idaho

Start Date: 4/4/2019

Zip Code: 83301-6103

End Date: 4/3/2022

Phone #: (208) 733-6900

Product Description	Quantity	Unit	Unit Price	Extended Price
---------------------	----------	------	------------	----------------

Unified Admin Enrollment School Locator	1,455.00	User	USD 0.75	USD 1,091.25
---	----------	------	----------	--------------

License and Subscription Totals: **USD 1,091.25**

Product Description	Quantity	Unit	Unit Price	Extended Price
Unified Admin Enrollment School Locator Implementation	1.00	Each	USD 2,400.00	USD 2,400.00

Professional Services and Setup **USD 2,400.00**

Fee Totals:

Quote Total

Year One Total

USD 3,491.25

Product Description	Quantity	Unit	Unit Price	Extended Price
---------------------	----------	------	------------	----------------

Unified Admin Enrollment School Locator	1,455.00	User	USD 0.75	USD 1,091.25
---	----------	------	----------	--------------

Annual Ongoing Fees Total: **USD 1,091.25**

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year.

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

This quote is subject to and incorporates the terms and conditions for the applicable product(s) located at: <https://www.powerschool.com/product-specifications/>

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:



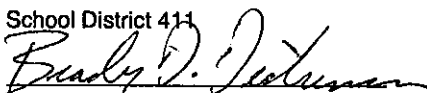
Printed Name: Gregg Cleverger

Title: Chief Financial Officer

Date: 4-4-2019

Twin Falls School District 411

Signature:



Printed Name:

Brady D. Dickinson

Title:

Superintendent

Date:

4/29/19

Your Problem and Problem Solver
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 Q3.

⇒ Please return the signed copy of this document within 1 week
or notify us that additional time will be needed.
Due to high demand for dates, this document must be returned within 1 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

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, lavalier 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

Accepted:

D. Brown
Signature

4/22/19
Date

D. Brown; Principal
Name and Position