

Contract for Director of Special Education Services

This Contract for Services is made effective as of August 1, 2016, through July 31, 2017 by and between Victory Charter School and Erica Gerber.

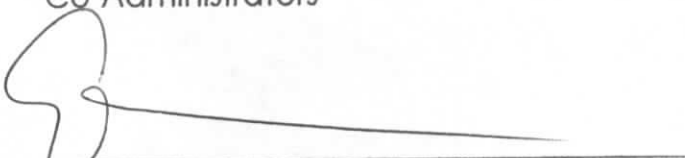
Beginning on August 1, 2016, upon agreement to this contract, Erica Gerber will provide to Victory Charter School the following services:

- Supervision of special education staff/ and scheduling
- Mentoring of new Special Education Teacher
- Teach and train new Special Education about 504 plans and implementation
- Complete and File reviews
- Complete ISEE Reports
- Title 6B and Maintenance of Effort Report
- Grant Reimbursement Requests
- Train and teach new Special Education teacher how to administer IRI Testing
- Entry IRI scores
- Extended Reading Program (Part of IRI)
- SBAC Testing Schedule and overseeing testing
- SBAC score reports
- Teach and train new Special Education teacher about Alternate Assessments (currently 1 student)
- DMA/DWA Testing
- Any other things related to Special Education as they occur

Erica Gerber will provide the above services. In exchange for the Services Victory Charter School will pay Erica Gerber \$500.00 monthly for the (12) month period August 2016 through July 2017.



Marianne Saunders /Matt McDaniel
Co-Administrators



Erica Gerber
Director of Special Education

Managed Internet Access Agreement

THIS AGREEMENT is made and entered into this 1st day of July, 2016, by and between **TEK-HUT, INC.**, an Idaho corporation ("Tek-Hut") and Victory Charter High School ("Customer").

RECITALS

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

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

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

1. Scope of the Work. Tek-Hut shall provide 60 Mbps Internet Service.
2. Contract Price. Customer agrees to pay to Tek-Hut the sum of \$1000 per month for a period of 12 months, for a total contract price of \$12,000 ("Contract Price").
3. Term of Contract. The term of this contract shall be for a period of 12 months, commencing on the 1 day of July, 2016, and continuing until the 30th day of June, 2017. Upon expiration of the Term, this Agreement shall be automatically renewed for an additional (1) 12 month periods of time on the terms and conditions identical to those defined in this agreement unless terminated by not less than (3) months prior written notice given by either Party to the other.
4. Termination. Customer understands and agrees that Tek-Hut has and will continue to incur certain costs and/or expenses related to the Internet Service to be provided to it by Tek-Hut pursuant to this Agreement, even should the Customer discontinue use of said Internet Service or elect to terminate this Agreement prior to its expiration. Therefore, in the event Customer elects to terminate this Agreement prior to June 30th, 2017, it agrees to pay to Tek-Hut the sum of 100% of the balance of the Contract Price due and owing pursuant to paragraph 3 above at the time of termination.
5. Charges Not Applicable to Customer. Tek-Hut agrees not to charge Customer for setup fees, network traffic monitoring, and/or outage notification.
6. Responsibility of Tek-Hut. In addition to the responsibilities of Tek-Hut as identified herein, Tek-Hut shall provide:
 - a. Public IP Addresses;
 - b. Monitoring of Customer's network traffic;
 - c. Customer notification of outages;

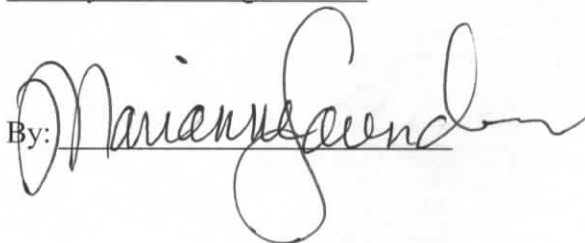
7. Responsibility of Customer. In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:
 - a. any equipment or hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith;
 - b. any equipment and/or labor necessary for the configuration of the equipment and hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith; and
8. Outages. Tek-Hut shall not be responsible for any cost and/or expenses incurred by the Customer as a result of an outage or failure of the Internet Service to be provided by Tek-Hut.
9. Binding Effect. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.
10. Attorney's Fees. If a suit, action or proceeding is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.
11. Venue. The venue of any action arising out of the execution or breach of this contract shall be in the District Court of Twin Falls County, Idaho.
12. Installation Charge. There will be a onetime installation charge of \$0.
13. Non-appropriation clause. Customer may terminate agreement prior to contracted date without termination charge, if customer has exhausted all funds legally available for all due payments under the agreement;

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

"TEK-HUT"
TEK-HUT, INC.

By: NATE BONDELID

"CUSTOMER"
Victory Charter High School

By: 



PROUD TO BE PARTNERS IN SAFETY WITH OSHA
6428 Business Way • Boise, Idaho 83716-0550 • Phone 343-5423 • Fax 343-5446

SERVICE AGREEMENT PROPOSAL

* HVAC License #: HVC-C-1188

*Contractor License #: RCE-7459

8/18/2016

To: General Manager

Re: Victory Charter
Nampa, Idaho

Hobson is pleased to offer this annual maintenance agreement quote to service your HVAC equipment. This coverage includes work to be performed during normal business hours (7:30-3:30) weekdays, excluding weekends and holidays. This work will be scheduled for minimal equipment down time. All HVAC equipment will be checked and tested. Any repair work required will be brought to your attention, and you will be provided with a complete quote. If you prefer, arrangements may also be made to perform the work on a time and materials basis with our preferred service labor rate charged at \$75.00 per hour with parts charged at list (to include all sales taxes) minus 15%. Hobson offers 24-hour services and has technical personnel on call at all times. We can accommodate after hours service, which will be charged at 1½ times for weekdays and Saturdays, and 2 times for Sundays and Holidays. We will guarantee a 24-hour service response time, and in most cases, an emergency response time of less than 4 hours can be expected.

Included Items:

- 1. Filters 4 times a year
- 2. 1 coil cleaning per year
- 3. Belts 1 time a year
- 4. Lubricants
- 5. Cleaners
- 6. Wire terminations

Excluded Items:

- 1. Replacement Parts
- 2. Refrigerants/Oils
- 3. Motors
- 4. Electrical Components
- 5. Repairs

Total annual cost	\$ <u>3460.00</u>
Billed Quarterly at	\$ <u>865.00</u>

Very Best Regards,

Monty Seal
Service Manager

Accepted by: 

Date: 8/22/16