

EDUCATION PASS AGREEMENT

This Education Pass Agreement (this "Agreement") is made effective the 1st day of August, 2015 (the "Effective Date") by and between **CHARTER SCHOOL CONSORTIUM**, whose address is 555 East 200 South, Salt Lake City, UT 84102, Attention: Sonja Woodbury, Vice President for Administrative Services, (hereinafter referred to as the "Sponsor") and **UTAH TRANSIT AUTHORITY**, a public transit district, whose notice address for purposes of this Agreement is 669 West 200 South, Salt Lake City, Utah 84101, ("UTA").

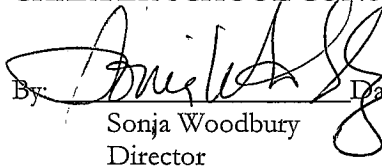
RECITALS

- A. UTA is a public transit district providing public transit services within the State of Utah;
- B. Sponsor is an institution of education with students, faculty and employees who are commonly located at one or more campus facilities within the public transit district;
- C. Both the Sponsor and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;
- D. UTA has implemented an "Education Pass Program" or transit pass program whereby an institution of education agrees to purchase from UTA transit passes on an annual basis for every eligible student, faculty member or employee at rates discounted from the price of the UTA annual transit passes as more specifically provided herein; and
- E. Sponsor desires to participate in the Education Pass Program pursuant to the terms and conditions set forth in this Agreement.

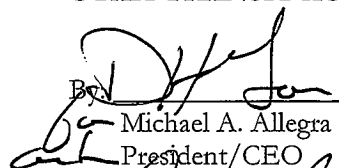
NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits "A," "B" and "C" attached hereto and made a part of this Agreement by this reference.

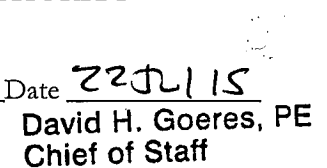
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein. The individual signing on behalf of each party represents that he or she is authorized to sign on behalf of such party.

CHARTER SCHOOL CONSORTIUM


By:  Date: 8/26/15
 Sonja Woodbury
 Director

UTAH TRANSIT AUTHORITY

By:  Date: 7/22/15
 Michael A. Allegra
 President/CEO


 David H. Goeres, PE
 Chief of Staff

Approved as to Form:


 Office
 UTA Legal Counsel

By:  Date: 7/16/15
 Andrea Packer
 VP/Chief Communication and Customer Focus

EXHIBIT "A"
GENERAL TERMS AND CONDITIONS OF ED PASS AGREEMENT

SECTION I: DEFINITIONS

- 1.1 The term "Adjustment Date" means November 1st for each Contract Year.
- 1.2 The term "Authorized User" means each member of the Sponsor's faculty, staff, working on a full-time basis, and each member of the student body enrolled on a full-time basis that pays tuition and student fees as of the Adjustment Date.
- 1.3 The term "Base Purchase Price" means the Price Per Pass multiplied by the number of Authorized Users for each Contract Year in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fee that may be imposed by UTA or that may be due and owing.
- 1.4 The term "Contract Year" means the term of August 1 through July 31 of any school year during the Term of this Agreement.
- 1.5 The terms "Pass" or "Passes" means an electronic fare identification card issued by Sponsor in compliance with this Agreement that is electronically activated and authorized to be used as fare media for UTA transit services in accordance with UTA's EFC Rules and meets UTA's Card Data Format Specifications.
- 1.6 The term "EFC Rules" shall mean UTA's EFC Rules established by UTA governing the electronic activation and deactivation of an Education Pass found at http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf and http://www.rideuta.com/uploads/EFCAdministrationRules_3102014.pdf as of the date of Administrator's signature, including any addenda referenced therein.
- 1.7 The term "Fuel Surcharge" or "Fuel Surcharge Fee" means the fee intended to supplement the Base Purchase Price that is assessed no more frequently than quarterly. The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Eco Contract Quarterly Surcharge" of Exhibit "C," Fuel Surcharge Indicator Matrix. The Fuel Surcharge Matrix assigns a percentage value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q calendar quarter (July 1 through September 30) will determine the Fuel Surcharge, if any, to be effective thirty (30) days after on or about November 1.
- 1.8 The term "Local Transit Routes" means regular fixed route bus, MAX, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and/or TRAX/Streetcar stations and Fast buses. UTA routes not included in the definition Local Transit Routes are ski service routes, Premium Express Routes and FrontRunner commuter rail routes and special service routes including ADA Paratransit and Flextrans service.
- 1.9 The term "Premium Express Routes" means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, and TRAX light rail and FrontRunner commuter rail routes operated by UTA. UTA routes not included in the definition of "Premium Express Routes" are ski service routes, the Park City to Salt Lake City Connect service, or special service routes, including ADA Paratransit and Flextrans service.
- 1.10 The term "Sponsor" means the educational institution defined as Sponsor on the initial page of this Agreement.

SECTION II: TERMS AND CONDITIONS

2.1 Issuance of Passes.

2.1.1 UTA agrees to provide to Sponsor, and Sponsor agrees to purchase in accordance with Paragraph 2.7, and make Passes available to every Authorized User of Sponsor. The number of Passes provided under this Agreement shall be based on the total number of Authorized Users identified on Exhibit B, updated annually in accordance with Paragraph 2.6.1. If the number of Authorized Users decreases by more than ten percent (10%) during a Contract Year, Sponsor shall inform UTA in writing within thirty (30) days of such decrease. Upon delivery of such notice, the applicable payment due under Paragraph 2.7.1 and Exhibit "B" shall be adjusted based upon the prorated Pass value attributable to the decrease in Authorized Users. If the number of Authorized Users increases by more than ten percent (10%) during a Contract Year, Sponsor shall so inform UTA in writing within thirty (30) days of such increase. Upon delivery of such notice, the applicable payment due under Paragraph 2.7.1 and Exhibit "B" shall be adjusted based upon the prorated Pass value attributable to the increase in Authorized Users.

2.1.2 Sponsor may purchase additional Passes at the prorated Base Purchase Price per Authorized User, detailed in Exhibit "B," during any Contract Year, as necessitated by any increase in Authorized Users.

2.1.3 Sponsor shall be solely responsible for issuing a Pass to an Authorized User, in accordance with the EFC Rules.

2.2 Restrictions on Sponsor Charges to Authorized Users. Although Administrator may implement a charge to its Authorized Users to offset the cost incurred by Administrator for the Passes, in no event shall the Administrator's aggregate charges to Authorized Users for the Passes exceed the total amount paid to UTA pursuant to this Agreement.

2.3 Term of Passes/Passes Recognized as Transit Fare.

2.3.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.12, each Pass issued in accordance with the EFC Rules and used in accordance with the terms of this Agreement and the EFC Rules shall be recognized as full fare for Local Transit Routes and Premium Express Routes, so long as the user of the Pass is eligible under the terms of this Agreement to remain an Authorized User.

2.3.2 Passes are non-transferable. An Authorized User is required to show valid picture identification in the event he or she is requested to do so by an authorized UTA employee.

2.3.2 Sponsor acknowledges that use of a Pass by an Authorized User is subject to UTA's EFC Rules. Sponsor further acknowledges that it is responsible for ensuring that Authorized Users are made aware of UTA's EFC Rules and the fact that Passes are not transferable, including but not limited to the requirement that all Authorized Users are required to "tap-on" and "tap-off" at designated readers when riding UTA services.

2.4 Term of Agreement. The term of this Agreement shall be from the Effective Date to July 31, 2018.

2.5 Restriction on Use of Passes; Sponsor's Control of Issued Passes.

2.5.1 Sponsor shall not furnish, provide, assign, resell or otherwise transfer Passes to any persons or entities that are not Authorized Users under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all Authorized Users who have been issued a Pass by Sponsor

upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (w) Sponsor maintaining a record identifying each Pass issued by Sponsor to its Authorized Users, which record shall include the number of each issued Pass and the corresponding Authorized User issued such Pass; (x) printing the Authorized User's name on the Pass in permanent ink prior to issuance to the Authorized User; (y) Sponsor being able to produce for inspection, upon request during regular business hours, any Passes purchased by Sponsor which have not been issued to Authorized Users; and (z) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.5.2 Sponsor agrees to implement and comply with UTA's EFC Rules in the enabling and disabling of its Passes.

2.6 Authorized Users/Base Purchase Price.

2.6.1 The number of Authorized Users for Contract Year 1 of this Agreement is 3220 No later than the Adjustment Date, November 1st, of each Contract Year during the Term of this Agreement, Sponsor shall provide to UTA the actual number of Authorized Users for the following Contract Year and Exhibit "B" shall be updated to reflect the actual number of Authorized Users and associated Base Purchase Price.

2.6.2 The parties have agreed upon a Price Per Pass for each Contract Year during the Term of this Agreement. The Price Per Pass increases each Contract Year as shown in Exhibit "B", The adjusted Price Per Pass shall be multiplied by the number of Authorized Users to equal the Base Purchase Price for each Contract Year. The Base Purchase Price, so adjusted for each Calendar Year, shall thereafter be due as provided in Paragraph 2.7.1.

2.7 Payment for Passes.

2.7.1 In consideration of the obligations each party as assumed under the terms of this Agreement, Sponsor shall pay to UTA the applicable Base Purchase Price amount for each Contract Year. The Base Purchase Price shall be due in two (2) equal installments, totaling the Base Purchase Price, the first installment due on October 1 and the second installment due on April 1 of each Contract Year.

2.7.2 Sponsor shall pay to UTA a Fuel Surcharge, which may be assessed by UTA no more frequently than quarterly, in accordance with the schedules contained in Exhibit "B" and "C". The Fuel Surcharge is calculated by multiplying the Sponsor's Base Purchase Price by the effective percentage value, as set forth in Column 3, "Ed Contract Quarterly Surcharge," of Exhibit "C," Fuel Surcharge Indicator Matrix. UTA shall use good faith efforts to give Sponsor forty-five (45) days' notice prior to the implementation of or change to any Fuel Surcharge. Sponsor shall pay any fuel surcharge for the previous Contract Year at the time it pays the next year's Base Purchase Price. Any fuel surcharge owed by Sponsor for Contract Year 3 shall be invoiced by UTA at the conclusion of Contract Year 3 and shall be paid by Sponsor within thirty (30) days of receipt of invoice.

2.7.3 Sponsor elects to order electronic card media from UTA

2.7.4 UTA may charge and Sponsor shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated in Paragraph 2.6.1 and the Fuel Surcharge Payment Schedule identified in Exhibit "B."

2.7.5 UTA may charge and Sponsor shall pay a 5% processing fee in the event Sponsor elects to remit payment using a credit/debit card payment instrument.

2.8 Form of Pass/Issuance of Pass. Each Pass shall be in the form of a unique electronic micro-chip imbedded in an electronic identification card printed by either UTA or Sponsor. Each Pass shall be individually numbered. Sponsor agrees to: 1) comply with UTA's EFC Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's EFC Rules.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action and Sponsor failed to report such action to UTA within twenty-four (24) hours; (b) the Sponsor falsely certified to UTA the name of a person who is not an Authorized User of Sponsor; or (c) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given knowingly by the Sponsor or its authorized representatives to non-eligible persons.

2.10 Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law. Both parties are subject to the provisions of the Utah Governmental Immunity Act. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement. Subject to the Utah Governmental Immunity Act and up to the limitations of liability set forth therein, each party (the "Indemnifying Party") agrees to indemnify and hold the other party harmless from any liability, damage, expense, cause of action, suit, claim, judgment, or other action to the extent arising from the negligence of the Indemnifying Party or its officers, agents or employees in connection with Indemnifying Party's participation in this Agreement.

2.11 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party pursuant to the provisions of this Agreement. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least one hundred and eighty (180) days prior to the termination date. In the event that either party terminates the Agreement prior to the end of the term of this Agreement, UTA shall prorate the Base Purchase Price to the termination date. Any portion of the Base Purchase Price paid by Sponsor in excess of the prorated Base Purchase Price will be refunded by UTA to the Sponsor. Sponsor agrees to pay UTA the amount of any prorated Base Purchase Price. UTA agrees to refund to the Sponsor the prorated remaining value of each Pass (as calculated using the Base Purchase Price per Authorized User as identified in Exhibit "B.") No portion of any Fuel Surcharge payment will be refunded. No portion of any electronic card media costs will be refunded. Sponsor shall be responsible for all services used prior to termination.

2.12 Distance Based Fare Program. Currently, UTA is developing a distance based fare model that is designed to replace or supplement other base fare models currently in use. In the event that UTA deploys a distance based fare model for educational institutions, both parties agree to discuss the implications for both parties and if both parties agree, modify the terms of this Agreement to reflect the distance based fare model.

2.13 Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

2.14 Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

2.15 Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

2.16 Notices. Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, electronic mail, U.S. mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

EXHIBIT "B"
BASE PURCHASE PRICE
 For
Charter School Consortium
Year 2015-2018

Contract Year	Population of Authorized Users	Price Per Pass	Base Purchase Price (Projected)
2015 – 2016	3620	\$125.00	\$452,500.00
2016 - 2017	TBD	\$132.00	\$479,820.00
2017 - 2018	TBD	\$137.00	\$497,995.00

Fare Recognition Level: **Local**
 Premium

Fuel Surcharge Payment Schedule

Quarter of Fuel Price Measurement	Dates of Fuel Price Measurement	Quarterly DOE Diesel Price	Fuel Surcharge Level	Amount	Effective Date
1Q	01/01 – 03/31	To be determined	To be determined	To be determined	May 1
2Q	04/01 - 06/30	To be determined	To be determined	To be determined*	August 1
3Q	07/01 - 09/30	To be determined	To be determined	To be determined*	November 1
4Q	10/01 - 12/31	To be determined	To be determined	To be determined*	February 1

* Actual amount determined in accordance with Fuel Surcharge Indicator Matrix, attached hereto as Exhibit "C".

** Actual amount of Fuel Surcharge, if any, shall be prorated so as to cover any months outside of the contract term only, if the Agreement is not renewed by the parties.

Exhibit "C"

ED PASS AGREEMENT
FUEL SURCHARGE INDICATOR MATRIX

DOE Diesel/Gallon	Contract Surcharge	Contract Quarterly Surcharge
Less than \$4.00	0%	0%
\$4.00-4.99	10%	2.5%
\$5.00-\$5.99	20%	5.0%
\$6.00-\$6.99	30%	7.5%
\$7.00-\$7.99	40%	10.0%
\$8.00-\$8.99	50%	12.5%
\$9.00-\$9.99	60%	15.0%
\$10.00-\$10.99	70%	17.5%
\$11.00-\$11.99	80%	20.0%

Notes:

1. The quarterly DOE Diesel/Gallon is determined by averaging all of the average weekly prices of diesel fuel during the quarter using the U.S. Department of Energy On-Highway Diesel prices by Week (Rocky Mountain PADD).