

P.O. Box 775 445 N Main St
Driggs ID 83422
208 354-2207 Phone
208 354-2250 Fax

**TETON SCHOOL
DISTRICT NO. 401**

Fax

To: Meat Time From: Becca

Fax: 503-646-8848 Pages: Cover + 8 + void check

Phone: 800-755-0904 Date: 1/10/14 8:20 pm

Re: Online Contract CC:

- Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

MealTime Pay Online Contract

Please print clearly, complete the form and read the Terms & Conditions. Then initial and date each pages as well as sign the last page. Then return to The CLM Group/MealTime by fax (listed at the bottom of the page) along with your signed quote and/or purchase order.

District Information

The "Administrator Contact Name" identifies the person who will serve as the MealTime Pay Online Administrator at your district.

| | | | |
|---|--|---|---------------------|
| School District Name <i>Teton School District 401</i> | | Percent of Subsidy* <i>0</i> % | |
| Administrator Contact Name <i>Kathy Rowbury</i> | | <input checked="" type="radio"/> Student IDs or <input type="radio"/> PassCodes** <small>(circle one)</small> | |
| Address 1 <i>P.O. Box 775</i> | | | |
| Address 2 <i>445 W Main</i> | | | |
| City <i>Driggs</i> | | State <i>ID</i> | Zip <i>83422</i> |
| Administrator Contact E-mail Address <i>krowbury@401.k12.id.us</i> | | Phone <i>208-354-2207</i> | |

* MealTime Pay Online users will incur a small website use fee which is displayed prior to payment. School Districts or other Organizations using MealTime Pay OnLine may choose to subsidize all or part of this fee to gain a larger percentage of parent participation. The suggested District subsidy is 50%.

Schools using a cashless model for the National School Lunch Program (Online payments only) must subsidize the entire fee (100%).

Please indicate the percentage between 0 – 100% of the fee your district wishes to subsidize. Enter "0%" if you wish for users to pay the entire fee, or 100% for full district subsidy.

** MealTime "Best Practices" require School Districts to import the District or State SIS Student ID number for each student into MealTime Point of Sale ("Misc. ID" field) daily. This number remains with the student throughout the years in the District. This number will be used for parents to positively identify and enroll their student(s) in Online Payments and Online Free and Reduced Applications. Alternatively, MealTime Pay Online can create unique PassCodes for student identification. This number will change as the student changes schools. Please contact MealTime Pay Online support for clarification or questions: 800.755.0904.

Signer Initials: RR

CLM Group Initials: _____

MealTime Implementation Team Contact Information

For a successful implementation, please provide contact information for the following team members.

| Contact Type | Contact Name | Contact Phone | Contact Email Address |
|-----------------|------------------|---------------|---------------------------|
| IT | Van Johnson | 200-354-0074 | vjohnson@d401.k12.id.us |
| Business Office | Kimber Lundquist | 200-354-2207 | klundquist@d401.k12.id.us |
| Food Service | Kathy Rowbury | 208-450-2331 | krowbury@d401.k12.id.us |

Bank Account Information

Please provide the Routing/Transit Number, Account Name and Number for the bank accounts into which MealTime cafeteria funds or other non-cafeteria funds are to be deposited. The following is an example of where you can find the required information on a check.

The diagram shows a portion of a check with the MICR line: `⑆012345678⑆ 123456789⑆ 0101`. Three callout boxes point to specific parts of the line:

- Routing/Transit #**: (A 9-digit number always between these two marks) - points to the first 9 digits: 012345678.
- Checking Account #**: - points to the 10th digit: 1.
- Check #**: (this number matches the number in the upper right corner of the check— not needed for sign-up) - points to the last four digits: 0101.

Be sure to provide the routing number as it appears on a check rather than a deposit slip. If you must obtain the routing number from a deposit slip, please note that the routing number is usually the number to the left of the colon. Any accounts specified on this form will be made available for district-wide use.

Note! You must send a copy of a voided check for each bank account with this completed enrollment form.

MealTime Cafeteria Account

| | |
|---|--|
| Bank Name: The Bank of Commerce | Routing/Transit #: (9 digits) 124100417 |
| Bank Account Name: Teton School District No. 401 | Account #: 1712039616 |

Non-Cafeteria Accounts

The District may specify additional accounts to receive funds for non-cafeteria purposes, such as sports fees, yearbook sales, ASB fundraisers and other school fees.

Please provide an account name and description for each non-cafeteria account desired. The "Account Name" and "Description" are the labels that parents will see when they make deposits using the MealTime Pay Online website. Be sure to provide names and descriptions that parents will easily recognize and understand when making deposits.

For example:

Deposit Account Name: "Soccer Fund"

Deposit Account Description: "Soccer Fees for the 2009-2010 School Year are \$150"

Additional Deposit Account #1

| | |
|-------------------|-------------------------------|
| Account Name | Deposit Account Description |
| Bank Name | Routing/Transit #: (9 digits) |
| Bank Account Name | Account # |

Additional Deposit Account #2

| | |
|--------------------|-------------------------------|
| Account Name: | Deposit Account Description: |
| Bank Name: | Routing/Transit #: (9 digits) |
| Bank Account Name: | Account #: |

Additional Deposit Account #3

| | |
|-----------------------|-------------------------------|
| Deposit Account Name: | Deposit Account Description: |
| Bank Name: | Routing/Transit #: (9 digits) |
| Bank Account Name: | Account #: |

Additional Deposit Account #4

| | |
|--------------------|-------------------------------|
| Account Name: | Deposit Account Description: |
| Bank Name: | Routing/Transit #: (9 digits) |
| Bank Account Name: | Account #: |

School Information

Please list all schools in your district that will participate in MealTime Pay Online. Additional sheets may be printed to accommodate all of your district's schools.

Note! Contact information may be provided for each school, or one single "District Contact" can be used for the entire district.

| | |
|---|--------------------------|
| School Name: | Participation Start Date |
| Teton School District 401 | asap |
| Contact Name: <input type="checkbox"/> Use District Contact | Phone: |
| Kathy Bowburg | 208-456-2331 |

| | |
|---|--------------------------|
| School Name: | Participation Start Date |
| Contact Name: <input type="checkbox"/> Use District Contact | Phone: |

| | |
|---|--------------------------|
| School Name: | Participation Start Date |
| Contact Name: <input type="checkbox"/> Use District Contact | Phone: |

| | |
|---|--------------------------|
| School Name: | Participation Start Date |
| Contact Name: <input type="checkbox"/> Use District Contact | Phone: |

| | |
|---|--------------------------|
| School Name: | Participation Start Date |
| Contact Name: <input type="checkbox"/> Use District Contact | Phone: |

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|---|--------------------------|
| School Name: | Participation Start Date |
| Contact Name: <input type="checkbox"/> Use District Contact | Phone: |

| | |
|---|--------------------------|
| School Name: | Participation Start Date |
| Contact Name: <input type="checkbox"/> Use District Contact | Phone: |

MealTime Pay Online Terms & Conditions

This agreement is drawn between Teton School District, herein referred to as "you" or "your", and The CLM Group, Inc. ("CLM") and applies to the use of:

- 1) The MyMealTime.com website ("Payment" and "Online Applications Website")
- 2) The MyMealTime.com Administration website ("Admin Website")
- 3) The MealTime Online Console application ("Console").

The following Terms and Conditions describe your rights and responsibilities and the rights and responsibilities of The CLM Group, Inc. as they pertain to the implementation and use of the MealTime Pay Online web payment products and services. Please read each item carefully. By signing this document, you agree to all Terms and Conditions of this agreement.

1. Trademarks

MealTime, MyMealTime.com, MealTime Online, MealTime Pay Online, MealTime Online Console are all trademarks used by The CLM Group, Inc. in connection with the products and services identified in this agreement.

2. Use of Facilities

You may use the MealTime Pay Online Facilities to receive payments from parents for goods and services sold (e.g., school meals, sports fees, etc).

You may use the MealTime Pay Online Facilities to obtain information about Student Point of Sale Transaction History, Student Balances, and Online Payment Activities.

You may use the MealTime Pay Online Facilities to view details of completed and expected electronic fund transfers.

3. System Requirements

- You will be responsible for ensuring that the MealTime Pay Online System Requirements are met before system installation and implementation.

4. Proprietary Information

You shall keep in trust and confidence all proprietary information. Proprietary information means all data, information, know-how, programs or intelligence, whether in machine readable or visually readable form, which is the property of and is confidential and proprietary to The CLM Group, Inc., or which is derived from such confidential information.

5. Security / Privacy

MealTime Pay Online utilizes security features such as Verisign Secure Sockets Layer (SSL), 128-bit encryption and password protection to ensure the safety and security of all MealTime Pay Online data. MealTime Pay Online does not store any credit card information. Your personal information will never be sold to or shared with any 3rd party except when necessary for completing electronic fund transfers or to comply with a governmental agency or court order.

6. Changes in Terms

The CLM Group, Inc. reserves the right to change, add or delete, as necessary and with a 10 day written notice, the Terms and Conditions of this Agreement including, but not limited to, fees for use. We will send notice of any such changes to the District Contact Address as it appears on the Enrollment Form. Use of the Facilities by the District after such a notice has been received by you shall be deemed to constitute acceptance by you of such changes.

7. Changes in Contact or Account Information

The District agrees to notify The CLM Group, Inc., in writing, 10 days in advance of any changes to the District's contact information and/or banking status or account information.

8. Indemnification

The CLM Group, Inc. agrees to defend, and hold the School District and its respective officers and employees harmless from all claims, expenses and damages, including reasonable attorney's fees, arising out of or resulting directly or indirectly from any act or omission by The CLM Group, Inc. attributable to the negligent acts of The CLM Group, Inc., its agents, employees, and representatives.

9. Resolution of Disputes

Any claim of whatever nature including but not limited to the issue of dispute resolution arising out of or relating to this Agreement shall be resolved pursuant to the dispute resolution procedure as follows: If any disputes are not resolved by informal negotiations of the parties, then the parties agree to submit to non-binding mediation in accordance with the Mediation Rules of the American Arbitration Association; and in the event the parties are unable to resolve issues by using mediation, then the parties shall have all rights available to them at law or in equity.

10. Liability

The Facilities are provided on an "As Is" and "As Available" basis. The CLM Group, Inc. makes no warranty that the facilities will be uninterrupted, error free or free from viruses or other defects or harmful components, nor do we make any warranty as to the results that may be obtained from use of, or as to the accuracy, reliability or content of any information or service provided through the Facilities. We make no warranties of any kind, either express or implied, including, but not limited to, warranties of Title, Noninfringement, Merchantability or Fitness for a particular purpose.

11. Refunds

The District will be responsible for any and all requests for online payment refunds. The CLM Group, Inc. will not be held liable for any refunds to users of MealTime Pay Online Facilities.

12. Chargebacks

Credit card company chargebacks to The CLM Group, Inc. will be reimbursed to The CLM Group, Inc. by an equivalent chargeback to the District, with written notice to the District. A credit card chargeback occurs when a depositor alleges an unauthorized debit to his/her credit card and the credit card company subsequently debits The CLM Group, Inc.'s account, without recourse, for the "unauthorized" dollar amount. Such chargebacks universally occur after The CLM Group, Inc. has transferred payment to the District's account. Reimbursement to The CLM Group, Inc. will be accomplished by The CLM Group, Inc.'s withholding of the chargeback amount from a subsequent fund transfer to the District. The District shall be responsible for reconciling the subject student's meal money account.

13. Termination

Either party may terminate this Agreement at any time with written notice to the other party delivered by courier or US Mail to the respective contact address set forth herein.

14. Waiver

Any waiver of rights must be in writing and signed by the party waiving the right. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. No delay or omission on the part of either party in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

15. Questions / Error Resolution / Contact Address

In the event of errors or questions about the use of the Software or Documentation, call or email The CLM Group, Inc. at 1-800-755-0904 or mtosupport@mealtimectm.com. Contact Address: The CLM Group Inc., 11000 SW Stratus Suite 360 Beaverton, OR 97008

16. Fund Transfers

Funds deposited by parents, net of any district-agreed subsidy and chargeback reimbursement, will be transferred to the district account electronically or forwarded to the District Office by US Mail four times per month: on or by the 3rd, 10th, 17th, and 24th days of the month or the first business day following, if transfer date falls on a non-business day.

17. Fees

Software Setup/Installation Fee: \$900.00 per District, Plus \$50.00 per School

Online Payment Website Use Fee:

Depositors will incur a small website use fee which is displayed prior to payment. All or part of this fee may be subsidized by the School District (specify the % of subsidy in the District Information Section above). The CLM Group recommends a subsidy of 50%.

District Use Fee (**Districts not accepting account payments through MealTime Pay Online**):

Use of the MealTime Pay Online software and web site exclusively for review of transactions or account balance queries results in recurring bandwidth and server storage charges assessed to The CLM Group, Inc., as well as increased end user technical and help line support costs.

Fees for this "read-only" access and end user support shall be, as stated above, \$900 initial district setup, \$50 per school setup, plus an annual fee of \$150 per school.

The signatures below certify that the parties read, understand and agree to be bound by all of the terms, conditions and disclosures indicated in this agreement and as set forth on the preceding pages.

The undersigned agent of the School or District affirms that he or she is duly authorized to enter into and make binding agreements on behalf of the District.

| | |
|--|---------------------------------------|
| Customer Signature:  | Title: Teton School District Clerk |
| Name (Please Print): Becca Ross | Date: 1/10/2014 |

| | |
|----------------------|--------|
| CLM Group Signature: | Title: |
| Name (Please Print): | Date: |