



June 1, 2019

Kimberly School District 414
Patty Dame
141 Center St W
Kimberly, ID 83341

E~Funds for Schools (powered by Magic-Wrighter) is pleased to announce all fees paid by parents, as well as all fees paid by the schools for all EFS services will remain the same for the 2019-2020 school year.

We will continue processing payments for your school for the upcoming 2019-2020 school year using the same payment program your school selected for the current 2018-2019 school year. As a reminder, EFS offers four (4) payment programs. The programs include: (1) No Cost to the School-parent pays fees, (2) Shared Cost-school pays a portion and the parent pays a portion, (3) School Choice-school establishes a set fee to be paid by the parent and the school pays the difference, and (4) Full Pay-school pays all costs.

If you would like to change your current program, please contact customer relations at efs@magicwrighter.com or 866-770-5856 prior to June 26th, 2019. If we do not receive a response from your school, your EFS payment processing services will be extended for another year using your current payment program.

Banking Regulation Requirements

Visa, MasterCard and the financial institutions that process payments on behalf of your school require financial statements (Statement of Net Position or similar reports) be provided annually. Many schools have this information available via the school's website or on a State government website. Please provide us a URL that will allow us to download a copy of your school's financial statement information. If no URL is available, please email a copy of your school's financial statements to sjesser@magicwrighter.com or you may fax a copy to (616) 588-5484.

Compliance and Security Reports

We provide your school (School Board) with annual compliance, payment processing security, financial statements and other information about our company so you can perform required vendor management oversight, ensuring your parents and school are using a safe, secure and financially sound payment system.

The information provided contains private and sensitive information regarding our company's security procedures and financial position. Therefore, we require your school to complete the enclosed Non-Disclosure before we release our annual audit report. If you would like to receive a copy of the company's Annual Audit Report, please email a signed, PDF copy of the Non-Disclosure to sjesser@magicwrighter.com or you may fax a copy to (616) 588-5484.

Should you have any questions regarding this letter, please feel free to contact us at (866)770-5856 or efs@magicwrighter.com.

Sincerely,

Robert Wright

Robert Wright, CEO



NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is made this ____ day of _____, 20____, between Kimberly School District 414, with principal offices located at Kimberly School District 414, 141 Center St W, , Kimberly, ID 83341 ("School") and Magic-Wrighter, Inc., ("MWI") with principal offices located at 1039 Three Mile Rd., N.W., Grand Rapids, Michigan 49544 ("MWI").

WHEREAS, School is requesting MWI provide it with confidential audit information pertaining to MWI and its E~Funds for Schools Product and Services (the "Information");

WHEREAS, MWI is prepared to disclose to School the Information per the terms and conditions of this Agreement. THEREFORE, it is agreed:

1. That this Agreement will confirm the understanding between the School and MWI concerning School's obligations of confidentiality with respect to the Information for the purpose of this Agreement.
2. That the Information shall be treated by School as secret and confidential.
3. That for a period of five (5) years from the date of this Agreement, the Information, unless written consent is otherwise granted by MWI, shall be restricted to (a) those employees and persons in School's organization with a need to know such Information pursuant to the Agreements in place at the time of the company's specified Audit(s) and (b) School's external auditors solely for the purpose of performing an audit of School. Such employees, persons, and auditors shall be notified of the proprietary nature of the Information, and School shall use the same degree of care as it employs with its own confidentiality and proprietary information, but in all events shall use at least a reasonable degree of care. School shall be responsible for the disclosure of the Information by such employees, person, and auditors.
4. That the obligations imposed upon School herein shall not apply to the Information in the event it (a) is or becomes generally available to the public through no fault of School and other than as a result of disclosure by School in violation of the terms of this Agreement or (b) is disclosed pursuant to a subpoena, order or request issued by a court of competent jurisdiction or by a judicial, administrative, legislative or regulatory body or committee, provided that School shall notify MWI in writing prior to any such disclosure.
5. That the Information furnished by MWI to School is considered loaned for use solely in connection with this Agreement and the Services received from MWI at the time of the company's specified Audit(s), and shall promptly be returned by School to MWI or, except to the extent prohibited by law or by a subpoena, order or request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, or regulatory body or committee (in which case School shall notify MWI), destroyed by School upon request by MWI. School shall certify that it has destroyed or returned all copies of the Information in its possession.
6. That neither MWI nor any of its affiliates have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Information, or shall have any liability whatsoever to School or its affiliates relating to or resulting from the use of the Information or any errors therein or omissions therefrom.
7. That no furnishing of Information and no obligation hereunder shall either (a) obligate MWI or School to enter into any further agreement or negotiation or to refrain from entering into an agreement or negotiation with any other party or (b) amend or otherwise alter the terms of any other agreement School has entered into with MWI or any of its affiliates as of the date of this Agreement.
8. That this Agreement does not limit the generality of the confidentiality or non-disclosure provisions in any existing agreement between MWI and School. No agent, employee or representative of either party has any authority to bind such party to any affirmation, representation or warranty unless such affirmation, representation or warranty is specifically included within this written Agreement. All modifications of, waivers of and amendments to this Agreement or any part hereof must be in writing and signed on behalf of each party.
9. That this Agreement shall be governed by the laws of the State of Michigan, conflicts of laws notwithstanding.

School: Kimberly School District 414

Deliver Confidential Reports to:

By: _____

Print Name Title

Recipient Name: _____
Alt Bus Name: _____
Street Address: _____
City, State, Zip: _____

Date: _____

Magic-Wrighter, Inc.

Phone Number: _____
Email Address: _____

By: _____

Print Name Title

Date: _____

