



Quote ID: Q-17141

Contract Period: 08/14/2019 - 06/30/2020

Quote Date: 08/14/2019

Valid Until: 09/13/2019

Client Information

Account Name	
Xavier Charter School	
Address	Client
PO Box 5861 Twin Falls, ID 83303 Phone: 208-933-9287	John Goss Email: jgoss@xaviercharter.org Phone:

Achieve3000 looks forward to 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.

Product	Cost	Qty	Total
Achieve3000's Pro Differentiated Literacy Solution: includes 1 student license (LIT-STDT)	\$42.00 per student	50.00	\$2,100.00
Professional Development Services (PDI)	\$2,695.00 per session	1.00	\$2,695.00
Subtotal			\$4,795.00
Order Total			\$4,795.00

John Goss →

See Next Page for Quote Acceptance



Acceptance for Quote ID Q-17141: \$4,795.00

Xavier Charter School

Achieve3000

Account Name

[Handwritten Signature]

Signature

Asst. Head of Schools

Name / Title

8/21/19

Date

Signature

Name / Title

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

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.



Janitorial Services Agreement

This Agreement ("Agreement") is between the Xavier Charter School, (Xavier), whose address is 1218 N College Rd. W. Twin Falls, ID 83301 and Class Act Inc (the "Contractor"), whose address is 13601 McMillan #102-223 Boise ID 83713 for janitorial services described on the Request for Proposals dated May 9th, 2019 (the Proposal) herein referred to as **the Proposal**, which becomes part of this Agreement after award is made and accepted. The Contractor agrees to undertake performance of this Agreement under the terms and conditions set forth herein. Xavier and the Contractor, in consideration of the mutual covenants and conditions contained herein, agree as follows:

1. AUTHORITY

This Contract is not effective until such time that is approved by the Board of Directors of Xavier Charter School.

2. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2019 and expire on June 30, 2020 unless extended, in writing, by the parties or unless terminated earlier in accordance with this Agreement.

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall perform services specified on **the Proposal**, incorporated herein by reference. This Agreement shall have no force or effect until **the Proposal** and other required submittal items are finalized and signed by the parties and attached to this Agreement.

The Contractor shall be required to assume responsibility for timely completion of services detailed on the Proposal.

The Contractor warrants that his/her services under this Agreement shall be performed in a professional manner and shall be of high quality. In event of nonconformity, and without limitation upon any other remedy, Xavier shall have no financial obligation in regard to the nonconforming services. This right is not to the exclusion of any other right that Xavier has in law or equity.

The Contractor represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

It will be the responsibility of the Contractor to fully comply with the State of Idaho law regarding the minimum wage law for residents hired to help on projects and jobs in Idaho.

4. TAXES

Xavier is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the Xavier is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely responsible for the payment of those taxes. If the Contractor is

performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

5. INVOICING AND PAYMENT

5.1 Contractor submits invoice(s) monthly on the last working day of the month of service. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days. Xavier will process payments of any amounts not in dispute. See more details regarding payment for each category of service in the **five bid sheets of the Proposal**.

5.2 Send invoice(s) to: Xavier Charter School, 1218 N College Road W., Twin Falls, ID 83301. Attention: Accounts Payable

Xavier has until the 10th of the following month to process payment(s). If the 10th falls on a weekend day, or on a day the school closes then the due date for payment(s) will be the last school day immediately preceding the 10th. Payment by Xavier and its obligations under this Agreement are conditioned upon and subject to the continued availability of state funds. Xavier shall pay the Contractor in amounts as detailed in the **five bid sheets of the Proposal**, incorporated herein by reference.

6. RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. Xavier is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of Xavier as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by Xavier to employees.

7. SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold Xavier harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. Failure to provide a Certificate of Workman's Compensation Insurance upon request may result in termination of this Agreement. Xavier will not assume liability as an employer.

The Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, and/or workers compensation insurance in no less than \$500,000 (when applicable), professional malpractice insurance, all with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to Xavier.

The Contractor shall protect, indemnify, and save Xavier harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Xavier be in any way personally liable or responsible for any

covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

8. ASSIGNMENTS

This Agreement or any interest therein **shall not be transferred** by the Contractor without prior written permission of Xavier.

9. DEFAULT AND TERMINATION

9.1 For Cause:

Contractor default occurs if the Contractor fails to perform any of the covenants or conditions of this Agreement or the Contractor fails to provide services so as to endanger performance of this Agreement, and the Contractor does not cure such defects in performance within ten (10) business days after receipt of written notice from Xavier informing it of such defects in performance. If at the end of such cure period, the Contractor is still in default or noncompliance, then Xavier may terminate this Agreement. Upon such termination, Xavier may pursue any and all legal, equitable and other remedies available to the Agency. The Contractor shall be liable for any and all expenses that are incurred by Xavier as a result of the default, including, but not limited to, the costs of procuring substitute performance, legal fees, and losses incurred due to default.

9.2 For Convenience:

Xavier may terminate this Agreement for its convenience at any time upon 10 business days written notice to Contractor, and, upon such termination, Xavier's sole obligation shall be to pay for services satisfactorily rendered to the date of such termination. Notwithstanding any other provision in this Agreement, Xavier may terminate this Agreement immediately if the Contractor becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the Contractor or if the Contractor makes an assignment for the benefit of creditors.

10. ANTI-DISCRIMINATION CLAUSE

Acceptance of this Agreement binds the Contractor to Section 601, Title VI, Civil Rights Act of 1964: In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho. The venue of any action brought by any party to this Agreement shall be the Fifth District Court in and for the County of Twin Falls.

12. NO PENALTY

It is understood and agreed by the parties that Xavier is a public school and that this

Agreement shall in no way bind or obligate the State of Idaho beyond the terms of any particular appropriation of funds by the state or federal legislature, as may exist from time to time.

13. NONWAIVER OF BREACH

The failure of the Contractor or Xavier to insist upon strict performance of any of the covenants and conditions of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect unless such waiver is evidenced by prior written consent of the Contractor or Xavier.

14. DUPLICATE ORIGINALS

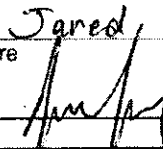
This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each party shall constitute one original.

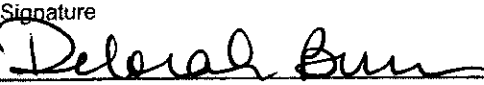
15. GENERAL PROVISIONS

15.1 Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of God, civil or military authority, acts of war, riots, or insurrections.

15.2 This Agreement, with the **Request for Proposals dated ^{May}~~April~~ 9, 2019** attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Unless otherwise stated above, this Agreement is binding on the date of last signature:

Contractor's Legal Name Class Act Inc	
Print Name of Contractor's Authorized Representative Jared Young	Title President
Signature 	Date 6/18/19

Print Name of Xavier Charter School's Representative Deborah Burr	
Signature 	Title Board Chair
	Date 6-2019

Zeke Kelsey M.S., CCC-SLP

Speech-Language Therapy

STANDARD CONTRACT

SPEECH-LANGUAGE THERAPY SERVICES

Zeke Kelsey M.S., CCC-SLP

Address:

WORKMAN'S COMP POLICY#: 660688; EXPIRATION: 12/8/19
PROFESSIONAL LIABILITY POLICY: 02815755 33-8
EXPIRATION: 1/17/20

This Contract is entered into by Zeke Kelsey M.S., CCC-SLP and the Xavier Charter School hereinafter referred to as the school starting August 19, 2019 and ending by June 30, 2020.

Zeke Kelsey M.S., CCC-SLP Agrees to:

1. Provide evaluation, consultation, and therapy services as directed by the Xavier designee. This includes but is not limited to planning time, data analysis, writing of daily notes and quarterly reports, and staff interaction time.
2. Produce written records documenting above duties in accordance with the policies of the school.
3. Attend meetings and make phone calls that pertain to speech and language services, and/or as requested by the designated representative of the school. Case management duties will be performed at the district's request.
4. Provide services conducted by a certified speech and language pathologist who holds the national Certification of Clinical Competency and a current Idaho license.
5. Submit a monthly billing statement that includes dates, hours and mileage for the services performed.

XAVIER CHARTER SCHOOL AGREES TO:

1. Provide an appropriate space conducive to therapy services.
2. Provide materials to perform the job duties.
3. The special education coordinator that the therapist reports to and takes direction from is Pamela Houston-Powell.
4. Provide compensation at the rate of \$70.00 per hour from clinic to return.
5. Provide compensation for round-trip mileage at \$0.535 per mile or the current rate

established by the federal government.

6. Provide payment within 15 days of the receipt of the invoice from Zeke Kelsey M.S., CCC-SLP.

GENERAL TERMS AND CONDITIONS:

Either party may terminate this agreement with thirty (30) days written notice to the other party.

INVOICING AND PAYMENT

1. Contractor should submit invoice monthly after completing the last day of service for the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days. Xavier will process payments of any amounts not in dispute.
2. Mail invoice(s) to:


Xavier Charter School
1218 N College Road W
Twin Falls, ID 83301
Attention: Accounts Payable

3. Xavier Charter School pays for services rendered once a month. Payment for service will be made by the 10th of the following month. For example, contractor completes last day of service on July 31 and submits invoice the same day. Payment will be made by August 10th. If the 10th falls on a weekend day, or on a day the school is closed then the due date for payment(s) will be the last school day immediately preceding the 10th. Payment by Xavier and its obligations under this Agreement is conditioned upon and subject to the continued availability of state funds.

BACKGROUND CHECK REQUIREMENT

Background check is required for contractor and any of contractor's employee(s) that work on site at Xavier Charter School including substitute workers. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

7-1-2019
Date


Zeke Kelsey M.S., CCC-SLP

6-20-19
Date


Xavier Authorized Representative

EdWise LLC
Educational Consultation & Services

Wise Approaches to Effective Education

Contractual Agreement

THIS AGREEMENT is entered into on the 20th day of June 2019, by and between EdWise LLC and Xavier Charter School #462 and stipulates services provided from August 1, 2019 through June 30, 2020. The parties to this Contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

Article I: Scope of Services

- EdWise LLC will provide directorship of the special education program, including oversight of all due process procedures related to the Individuals with Disabilities Education Act (IDEA).
- EdWise LLC will provide coordination of the 504 program, including oversight of all due process procedures related to Section 504 of the Rehabilitation Act. *Case-management* of K-12 students referred for and/or receiving classroom accommodations via a 504 plan in also included.
- On-site direct services will be provided two 8-hour days per week.
- EdWise LLC will be the exclusive and sole provider of school special education directorship and 504 coordination services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise. The scope of special education directorship and 504 coordination services are described as follows and will be provided with authorization by the Head of Schools and Xavier Board of Trustees:
- *Special Education Directorship (provided by Dr. Pamela Houston-Powell):*
 - Facilitate IDEA and 504 compliance procedures of all Idaho State Department of Education requirements, and
 - Provide oversight and ensure compliance with all Medicaid billing procedures and processes
 - Participate with faculty and parents in discussing concerns about academic, communication, health, motor, emotional, social, and/or behavioral problems, and
 - Provide oversight of evaluation procedures per recommendations through the evaluation team process, and
 - Assist the evaluation team in determining eligibility for special education services or 504 accommodations, and
 - Assist in facilitating the development and implementation of IEPs for students in grades K-6, and

- Facilitate the development and implementation of 504 plans for students in grades K-12
- *Discretionary Services* will be provided as requested and may be negotiated as an additional stipend. These services may include:
 - Paraeducator training necessary for paraeducators to meet the Idaho Paraprofessional Standards
 - Faculty professional development
 - Mandt training

Credentials: Pamela Houston-Powell, Ed.D.

- Idaho certified Special Education Director, Principal, Superintendent, Consulting Teacher, K-12 Special Education Teacher, K-8 Elementary Education Teacher
- Facilitator and Mediator, Idaho State Department of Education
- Owner, EdWise LLC

Article II: Schedule and Fee for Services

All services shall be regularly provided to Xavier Charter School as requested by the Head of Schools and/or the Board of Trustees at compensation rates described as follows:

- \$23,045 yearly rate to be paid over an 11-month period (August 1, 2019 to June 30, 2020) at a monthly rate of \$2095

Article III: Documentations

EdWise LLC agrees to maintain all appropriate documentation for independent contracted services and will provide copies of such documentation as requested by Xavier Charter School. Documentation includes licensure and/or certification professional liability insurance, and workman's compensation information.

Article IV: Conditions/Limitations of Contract

This contract shall be subjected to review or modification by either party and may be terminated at any time by either party, subject to a 30-day written notice. Both parties have the right to discuss this option prior to submission of written notice.

INVOICING AND PAYMENT

1. Contractor should submit invoice monthly after completing the last day of service for the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days. Xavier will process payments of any amounts not in dispute.
2. Mail invoice(s) to:

Xavier Charter School
1218 N College Road W

Twin Falls, ID 83301
Attention: Accounts Payable

3. Xavier Charter School pays for services rendered once a month. Payment for service will be made by the 10th of the following month. For example, contractor completes last day of service on July 31st and submits invoice the same day. Payment will be made by August 10th. If the 10th falls on a weekend day, or on a day the school is closed then the due date for payment(s) will be the last school day immediately preceding the 10th. Payment by Xavier and its obligations under this Agreement is conditioned upon and subject to the continued availability of state funds.

BACKGROUND CHECK REQUIREMENT

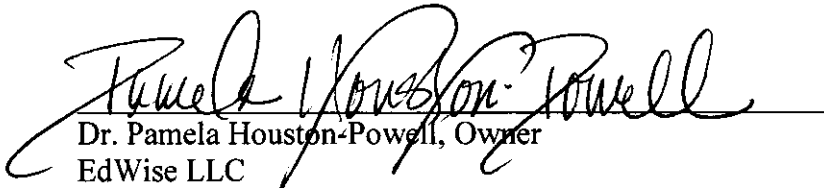
Background check is required for contractor and any of contractor's employee(s) that work on site at Xavier Charter School including substitute workers. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.



Head of Schools, Board Member or Designee
Xavier Charter School #462

6-20-19

Date



Dr. Pamela Houston-Powell, Owner
EdWise LLC

06/25/19

Date

Work Agreement

THIS AGREEMENT is entered into on this 9th day of May, 2019, by and between Jesse Mittelstadt (an independent contractor) and Xavier Charter School for the 2019-2020 school year. The parties entering this agreement, agree as follows:


SCOPE OF SERVICES:

RTI/Benchmarking/Progress Monitoring Consultation

Jesse Mittelstadt, B.A., Idaho certified special education teacher and independent contractor will provide training and ongoing teacher support in RTI procedures, progress monitoring, and academic benchmarking using Xavier Charter School purchased AIMSweb software licenses. This information is critical to the RTI process and procedures. Jesse will also consult and assist with completion of IEP paperwork and documentation as needed.

Jesse will provide services on an as needed basis when contacted by Xavier Charter School administration or special education teacher.

Jesse will also provide all necessary documentation of appropriate certification and other requested documents that are necessary in order to issue payment at the agreed upon rate of \$35/hour.


Administrator

6/20/18
Date


Contractor (Jesse Mittelstadt)

5/09/2019
Date

Customer Approval



XAVIER CHARTER SCHOOL
1218 North College Road W
Twin Falls, ID 83301
(208) 734-3947 Phone (208) 733-1348 Fax

Xavier Charter School Dist. No 462
Rates for 2019-20 Pupil Transportation Agreement


CPI-U Increase per contract term: 1.93%

	2018-19 Rate	2019-20 Rate
HOME TO SCHOOL cost per mile	\$4.84	\$4.93
SPECIAL NEEDS cost per mile	\$4.84	\$4.93
ACTIVITIES cost per mile	\$1.63	\$1.66
MINIMUM CHARGE PER ACTIVATITY TRIP	\$28.21	\$28.75


GAR OON, Head of Schools

Date: 6-17-19

Signature of Mid Columbia Bus Co., INC.


Title: _____

Date: 6/24/2019

Service Provider Agreement

This Agreement is entered between **Xavier Charter School (XCS)** and **Progressive Behavior Systems (PBS)**.

Terms of Agreement

The period of this Agreement will commence on August 1, 2019 and remain in effect until August 1, 2020. This includes ESY services during the summer.

Relationship of Parties

In performing services under this Agreement, **PBS** is and shall at all times be an independent contractor of **XCS**. Nothing herein is to be construed as establishing an employer-employee relationship.

Services to be Rendered

PBS shall render the direct services of one or more of the following services by individuals who are duly licensed:

- Clinical Diagnostic Assessment for purpose of determining Special Education eligibility
- Habilitative Intervention (BI), CBRS Services
- Habilitative Intervention (BI) Paraprofessional, Personal Care Services
- Nursing Services

Record Keeping

PBS shall be responsible for maintaining complete and accurate records documenting the services provided in this Agreement and shall submit copies of the records to **XCS** within 10 working days from the date requested. **Additionally, PBS will submit SDR's to XCS on or before Friday AFTER the week of provided services.**

Confidentiality

PBS agrees that all information regarding services provided in this Agreement shall be confidential including but not limited to student identification and nature of services provided to the student and will not disclose any information obtained from services without the written consent of participant or the parent/legal guardians.

Reporting of Abuse, Abandonment, or Neglect

PBS is obligated to report within 24 hours any suspected abuse, abandonment, or neglect of a child to a law enforcement agency of the Idaho Department of Health and Welfare.

Service Delivery: Time and Place

PBS shall preform services in Agreement at XCS or other agreed location each scheduled day of services during the school year. School will notify PBS of absences or of cancelled school days.

Coordination of Services

To facilitate delivery of services, XCS will provide:

1. Reasonable and prompt notification of meetings and other appointment in which PBS is expected to participate.
2. Signed parental consent forms, as needed.
3. Identifying information regarding the student and the parent/guardian.
4. Reasonable assistance in facilitating communication between PBS, the student, parents/guardians, and other providers.

Preauthorization of Services

All services that require preauthorization from a reimbursor is the responsibility of XCS.

Compensation/Billing

XCS shall compensate PBS for the services in this Agreement at the following rates:

Services	Rate
Habilitative intervention-BI- Professional	\$8.25 per billable unit (15 minutes)
CBRS Intervention and Consultation	\$8.25 per billable unit (15 minutes)
BI Para; PCS	\$4.50 per billable unit (15 minutes)
Nursing Services	\$10 per billable unit (15 minutes)

Invoicing and Payment

PBS shall submit invoices weekly. Invoices will be submitted on or before the Friday **AFTER** the week of provided services. **XCS will not process payment for submitted invoices until XCS reviews SDR's and confirmed SDR's are accurate without errors.**

Background check

Background check is required for any of contractor's employees who work with XCS students both on site and off site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

Termination

This Agreement may be terminated without cause by either party providing a 30 day notice of the intent to terminate to the other part.

Default

Upon default by either party, the non-defaulting party may cancel this Agreement immediately, upon notice. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as result of procuring substitute performance, legal fees and other losses due to the default.

Amendment

Any and all amendments to this Agreement must be made in writing with the consent of both parties.

Non-discrimination

PBS and XCS agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex, age, or disability.

Insurance and Liability

PBS will be liable for losses or damages during the performance of services provided in this agreement. Certificate of Liability Insurance and Worker's Compensation Insurance (ie. Proof of insurance) will be provided yearly with XCS listed as a Certificate Holder on both insurances.

Governance

This Agreement shall be governed by the laws of the State of Idaho. PBS will comply with and observe all federal, state and local laws, regulations, and ordinances which are in effect and applicable during the term of this Agreement.

Non-Waiver Breach

Failure of either party to perform any terms of this Agreement shall not constitute a waiver or relinquishment of any term in the Agreement unless agreed on by both parties in writing.

Assignment

This Agreement shall not be subject to assignment in whole or part to any other parties than PBS and its employees except by written agreement by both parties.

Complete Statement of Terms

This Agreement represents an entire agreement between the parties and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged or modified except by agreement in writing by authorized representatives of the parties.

Signed

Dated

Xavier Charter School Representative

Signed

Dated

Progressive Behavior Systems Representative



Lease Agreement

Agreement Number																			

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
Xavier Charter School	205009576

Sold-To: Address
1218 N College Rd W, Twin Falls, ID, 83301-5576, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Stacey Young	(208) 734-3947	0017466787

Bill-To: Address
1218 N College Rd W, Twin Falls, ID, 83301-5576, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Stacey Young	(208) 734-3947	0017466787	syoung@xaviercharter.org

Ship-To: Address
1218 N College Rd W, Twin Falls, ID, 83301-5576, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Stacey Young	(208) 734-3947	0017466787

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C2C1	C425 SendPro C – 5lb Scale Bundle
1	CAAB	Basic Cost Accounting
1	DM1RKL	Return Kit for DM100/125 - Large
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 63 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
63	\$ 48.00	\$ 144.00

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☒ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by all the terms of this Agreement including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/termsconditions> and are incorporated by reference. You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 15 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

E-Signed : 08/21/2019 04:33 PM EDT

Angie Carter

syoung@xaviercharter.org

Title: Business Manager

IP: 216.83.65.170

Sertifi Electronic Signature

DocID: 20190819155210459

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

US154404.5

1/19

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Doc ID: 20190819155210459

Sertifi Electronic Signature

Page 2 of 3

Y101548022

See Pitney Bowes Terms for additional terms and conditions

Sales Information

Elon Roe	elon.roe@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



We have prepared a quote for you

Xavier Internet 1x1 GB


Quote # PMT-TF001510
Version 4

Prepared for:

Xavier Charter School

Jeremy Bennett
jbennett@xaviercharter.org

Monthly Services

Description		Recurring	Qty	Ext. Recurring
IS	Internet Service	\$783.95	1	\$783.95
				
HB904	1x1 GB Internet Circuit		1	
INIP8	8 Static IP Addresses (5 usable)		1	
DSLANS	Fiber Equipment		1	

Recurring Subtotal: \$783.95

Xavier Internet 1x1 GB



Prepared by:

Twin Falls Area
Clint Carter
(208) 933-7123
ccarter@pmt.coop

Prepared for:

Xavier Charter School
1218 N College Rd W
Twin Falls, ID 83301
Jeremy Bennett
(208) 734-3947
jbennett@xaviercharter.org

Quote Information:

Quote #: PMT-TF001510
Version: 4
Delivery Date: 03/15/2019
Expiration Date: 06/02/2019

Recurring Expenses Summary

Description	Amount
Monthly Services	\$783.95

Recurring Total: \$783.95

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PMT Xavier Charter School

Signature:



Name: Clint Carter

Title: Account Executive

Date: 03/15/2019

Signature:



Name: Jeremy Bennett

Initials: JB

Date: 3/15/2019 8:31:03 AM

IP Address: 65.156.139.146

Email Address: jbennett@xaviercharter.org

PO Number



PMT Service Contract

THIS AGREEMENT is entered into between **Xavier Charter School**, herein termed the "SUBSCRIBER" and the PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC. herein termed the "COMPANY" as of **07/01/2019**.

The SUBSCRIBER and the COMPANY agree as follows:

1. That the COMPANY shall provide **1x1 GB Interent Circuit, 8 Static IP Addresses (5 usable)** in the place of business of the SUBSCRIBER at the following address: **1218 N College Rd W, Twin Falls, ID, 83301**.
2. The SUBSCRIBER will pay for services to the COMPANY in the sum of **\$783.95** per month (plus applicable taxes and surcharges), due and payable on or before the 10th day of each month in advance.
3. This Service Contract shall be effective upon the date hereof and shall continue in full force and effect until canceled by either the COMPANY or the SUBSCRIBER pursuant to the provisions hereof. The minimum term of this agreement shall be **36 months**. Notice of cancellation by either party shall be made in writing not less than thirty (30) days prior to the effective date of such termination. This agreement has an option for renewal for two (2) one (1) year extensions. The SUBSCRIBER agrees that if and in the event he shall cause the termination of this Agreement prior to **06/30/2022** without material cause that then and in the event the COMPANY shall be entitled to a minimum of \$**590.00** per month of the time remaining in the agreement.
4. It is further agreed that the said SUBSCRIBER will abide by all of the rules and regulations of the Federal Communications Commission as are promulgated by said regulatory body, and that he will abide by all of the rules and regulations and by-laws of the PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC.
5. The SUBSCRIBER and COMPANY agree that neither party shall be liable to the other for lost profit, incidental or consequential damages resulting from a breach of this Agreement, and that the COMPANY'S liability hereunder shall be limited by amounts payable by the SUBSCRIBER hereunder for service of such equipment.
6. Changes to the Services will be charged additional fees that may add to the overall price of the Service and/or can be handled on a one time price basis upon the discretion of the COMPANY.

**XAVIER CHARTER SCHOOL
Service Provider Agreement
For Special Education Related Services**

PRIMARY THERAPY SOURCE, LLC

OCCUPATIONAL THERAPY SERVICES

School Contact Person: Gary Moon
Xavier Charter School
1218 North College Rd West
Twin Falls, Idaho 83301
208-734-3947

Service Provider: Primary Therapy Source, LLC
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com

Proof of Liability Insurance: Healthcare Providers Service Organization
Purchasing Group Policy # 0265758932

THIS AGREEMENT, entered into this date, August 16, 2019 by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and XAVIER CHARTER SCHOOL.

The Service Provider desires to provide and XAVIER CHARTER SCHOOL desires to purchase occupational therapy services for special education students.

Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **Term:** This Agreement shall commence on August 19, 2019 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other. If there are questions regarding continuation of this contract, Primary Therapy Source will have the opportunity to meet with the School Board prior to a change in the contract.

2. **Service Provider Responsibilities:** Provide occupational therapy services for students in the Xavier Charter School as a result of referrals from the school, which occur during school hours. The

Service Provider shall conduct Occupational Therapy evaluations and provide written reports and recommendations, provide therapy interventions, provide periodic progress reports, attend and participate in meetings as requested and consultation sessions according to individual student needs.

3. District Responsibilities: The Special Services Coordinator or the Special Education Teacher will maintain correspondence, such as invitations to the appropriate meetings (IEP, MDT, CST and annual reviews) and provide verification of parent consent to evaluate students. Special Education Personnel will help arrange for space, any necessary forms, and keep PT & OT information in Special Education Student files.

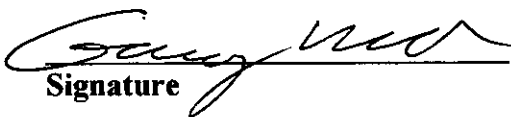
4. Payment for Services: The Service Provider will be compensated for the services provided at the rate of \$70.00 per hour. A monthly billing will be submitted to Xavier Charter School stating the dates of service and students served. Contractor shall submit invoice(s) monthly on the last business day of the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days from the date of receipt of the invoice. Xavier will process payment of any amounts not in dispute. Send invoice(s) to: Xavier Charter School, 1218 N College Road W., Twin Falls, ID 83301. Attention: Accounts Payable.

5. Relationship of the Parties: This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.

6. Non solicitation: Xavier Charter School agrees not to solicit employment from therapists who are employed by Primary Therapy Source, LLC.

7. Background check: Background check is required for any of contractor's employees who works on site, including substitutes. Contractor is responsible for paying all fees necessary to complete the background check with the State Department of Education.

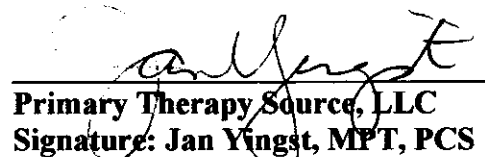
For the School:


Signature

Head of Schools
Title or Position

8/16/19
Board Representative Date

Service Provider:


Primary Therapy Source, LLC
Signature: Jan Yingst, MPT, PCS

8/16/19
Managing Member Title or Position Date

Shurley Instructional Materials, Inc.

366 SIM Drive, Cabot, AR 72023
Phone 800-566-2966 Fax 501-843-0583

WORKSHOP CONTRACT

Workshop date guaranteed for 48 hours.
Please confirm as soon as possible.

Workshop Information

Date of Workshop: August 22, 2019 Time: 9:00AM-3:00PM

School Requesting Workshop: Xavier Charter School

School Address: 1218 North College Rd. West, Twin Falls, ID 83301

School Telephone: 208-734-3947 School Fax: _____

Workshop Coordinator: Becky Baird Cell: 208-734-3947

Email address: bbaird@xaviercharter.org

Workshop Location: at above address

Approximate number of attendants: _____ Number of Sessions: 1

Grades targeted: 3-6

Presenter: Cindy Goeden- National Consultant

Professional Development Workshop Description

This in-depth, interactive presentation will demonstrate how to implement these Shurley English topics to achieve maximum student success: A brief overview of the connection between Jingles, the Question and Answer Flow, and Practice and Revised Sentences. Teachers will be actively engaged in drafting a working essay, and they will practice using effective revision techniques to enhance writing.

Workshop Expenses

Payment due 30 days after workshop

Workshop fee: \$2,800.00-which includes: traveling expenses and workshop instruction. *If using a purchase order, please return a copy with this contract.*

Setup Items Needed

Projection Screen or Large White Wall
Sound system (if necessary)
Extension Cord (if necessary)
Tables with chairs for attendants

Cancellations

If the school must cancel the workshop for any reason, the school is still liable for any costs that are non-refundable to Shurley Instructional Materials, Inc. such as non-refundable airline tickets, etc.

By signing this contract, I agree to the above terms and conditions.

Rebecca Baird
Coordinator's Signature

5-28-19
Date

Gary Maen
Principal's Signature

5-28-19
Date

271 E 621 310

Shurley Instructional Materials, Inc.
366 SIM Drive, Cabot, AR 72023
Phone 800-566-2966 Fax 501-843-0583

WORKSHOP INFORMATION

Workshop Information

Date of Workshop: August 22, 2019 Time: 9:00AM-3:00PM

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School Telephone: 208-734-3947 School Fax: _____

Workshop Coordinator: Becky Baird Cell: _____

Email address: bbaird@xaviercharter.org

Workshop Location: at above address

Approximate number of attendants: 15-17 Number of Sessions: 1

Grades targeted: 3-6

Presenter: Cindy Goeden- National Consultant

Notes:

Please suggest a safe hotel possibly not too far from the school.

Cindy will arrive at the school 30 minutes early for set up.

Workshop materials will be sent prior to the date of the workshop.



BID CONTRACT

Corporate Offices: 5315 N. Sawyer Ave., Garden City, ID 83714
Telephone: 208-888-7168

QUOTATION TO: Xavier Charter School
ATTN: Sheryl

JOB NAME/ADDRESS: Xavier Charter School
1218 N College Rd W
Twin Falls, ID 83301
Distech VVT System Proposal

THE CONDITIONS PRINTED EITHER ON THE REVERSE SIDE OR ATTACHED ARE PART HEREOF.
This work or price quotation does not include detection, abatement, encapsulation or removal of
asbestos or products, materials, or equipment containing asbestos.

SCOPE OF WORK, CONTRACTOR WILL PROVIDE THE FOLLOWING TO CUSTOMER

SCOPE OF WORK TO BE PERFORMED BY THE CONTRACTOR

Option 1: No Web interface or remote control (Can be done all on its own or with the addition of option 3)

- SUNBELT to install new ECB 350 to control RTU. This will be the coordinator that will make decision whether to heat or cool and hold the schedule/ setpoints for all devices.
- SUNBELT to cut in 4 new zones. 2 offices, 1 interior and 1 for front reception area.
- Sunbelt to cut in a bypass for duct static control. This will manage duct pressure as zones close and open.
- SUNBELT to add VVT controllers communication wires as well as sensor wires for new zone controllers.
- SUNBELT to install new sensors wall and duct for VVT's as well Equipment. 4-EC Smart Vues with a digital display that will Allow for setpoint adjustment.
- SUNBELT to set up scheduling to customer preferences.
- SUNBELT to verify proper system operation
- SUNBELT provide training on operation of new system (2 HR Budgeted Time).

Option 2: Add additional RTU control for zoning of breakroom, counselors office, and printer room 3 Zones. (Can be done all on its own or with the addition of option 3)

- Same as above scope with only 3 zone controllers sensors ect..

Option 3: Add Web interface with optional remote control if connected to internet. (Adder to option 1 or 2)

- Jace 8000 will be installed with graphics that show unit status zone temps ect.. in an easy to understand intuitive platform.
- Jace 8000 will give the ability for remote diagnostics trending ect... this will give better data to be able to better calibrate, diagnose, and operate system.

NOTES/ CLARIFICATION

- Any repairs due to mechanical failure of existing equipment is excluded.
- Existing defects to existing wiring or refrigeration equipment separate from the listed scope shall be excluded from this bid. Any issues arising from existing equipment defect shall be considered a change order separate from this proposal.
- Work to be performed during normal business hours.
- Cat 5 drop for remote access on network as well as machine for interfacing system provided by customer.

TOTAL PRICE FOR ABOVE WORK: Option 1: \$7,974.00

Option 2: \$7,071.00

Option 3: \$1,900.00

Decline Option 3

Contractors are required by law to be licensed and regulated by the Contractors' State License Board

Idaho State License No. HVC-C-039938 Terms of payment net 30. Price valid for 30 days from proposal date.

Sunbelt will not perform any construction work, patching or painting associated with this project. Should customer request for additional work in conjunction with this project, that work will be quoted separately or performed on a time and material basis at the contractor's prevailing rates. Should work be required to bring existing mechanical, electrical or plumbing system or building structures up to current codes, that work will also be performed and invoiced separately from this project.

Your signed acceptance of this Bid Contract within 30 days from May 1, 2019 shall, upon the acceptance of the Seller, constitute a contract to perform the work described above, including all Terms and Conditions contained herein.

Seller shall be defined to mean Sunbelt Controls, or its assigns.

Buyer shall be defined to mean the Owner, Owners/Agent, Builder, Architect, lessees, or any person acting on behalf of any of the foregoing. Prepared in duplicate May 1, 2019.

Sunbelt Controls

By: Brett Scarrow

Brett Scarrow
Service/Special Projects Manager

Customer

ACCEPTED FOR BUYER:

A signature below indicates acceptance of the terms and conditions as set forth on page 2 of this contract.

By: [Signature]
(Authorized Signature)



Sunbelt Controls

Page 2 of 2

TERMS AND CONDITIONS TO BID CONTRACT

1. All work shall be performed during normal working hours unless otherwise stated herein.
2. Sunbelt Controls, agrees to maintain in full force and effect a Workmen's Compensation Insurance policy and a Comprehensive Liability Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in Sunbelt's compliance with codes and ordinances unless otherwise indicated in this Bid Contract.
4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.
5. Sunbelt Controls extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. Sunbelt Controls guarantees all repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.
Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
6. Sunbelt Controls agrees that for a period of ninety (90) days following the initial operation of the installation, it will replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects other than items furnished by Seller is not included as a part of this agreement.
7. Sunbelt Controls shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
8. This agreement shall not be binding until duly accepted by an authorized officer of Sunbelt Controls. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied, statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.

9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.
10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.
11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.
If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.
12. In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess.
13. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.
14. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
15. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under

any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part so to do.

15. Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.

16. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on Sunbeltunt of said overtime labor, shall constitute an additional charge herein.

17. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.

18. Any loss or damage to Seller's work, materials or equipment occurring at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies Sunbeltnding as Seller's interest may appear.

19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefor as an extra.

20. The Seller expressly reserves the right to assign all or any portion of its rights and/or duties under this Bid Contract with or without notice to the Buyer herein.

21. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.

22. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.

FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Twin Falls School District (hereafter "District") and Xavier Charter School (hereafter "Xavier").

WHEREAS, Xavier has requested the District to operate the Child Nutrition Program; and,

WHEREAS, District agrees to operate the Child Nutrition Program at Xavier, under the terms and conditions set forth below.

NOW, THEREFORE, The parties hereto agree as follows:

1. District agrees to operate the Child Nutrition Program at Xavier, supplying meals inclusive of milk to Xavier Charter School for the rates set forth below:
 - Lunch.....\$2.85 each full price elementary student \$.40 each reduced priced student
 - \$3.10 each full price middle school student, \$.40 each reduced price student
 - \$3.35 each full price high school student, \$.40 each reduced price student
 - \$4.55 each adult price meal (including Tax)
 - \$3.30 each adult price breakfast (including Tax)
 - Breakfast....\$1.50 each full price elementary student, \$.30 each reduced price student
 - \$1.75 each full price middle student, \$.30 each reduced price student
 - \$1.75 each full price high school student, \$.30 each reduced student
2. District agrees to operate the program pursuant to the provisions of the National School Lunch Program (7 CFR 210) and will assure that said meals meet the minimum meal pattern requirements as to copies of standardized recipes, copies of CN labels and production records which contain the amount of food prepared, portion sizes planned and daily number of meals provided. All meals will be prepared on sight at Xavier Charter School Kitchen.
3. District agrees to process all free and reduced applications, FS-4's, RACS, Verifications, Ethnic summary, National school Lunch Participation Data report, collections and meal accountability processes, including filing for reimbursement with the state. All state reimbursement for the Xavier Charter School Lunch Program will be given to the Twin Falls School District Nutrition Program.
4. Xavier agrees to relinquish all funds pertaining to the National School Lunch Program to the District Nutrition Program, including meal reimbursements from the state and daily collections. Xavier also agrees to turn over all commodity allotments to the District Nutrition Program. District also agrees to retain any other records required for the current school year plus the previous 3 years (or longer, if an audit is in progress) for the meals provided under this agreement and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of

Agriculture (USDA) and the General Accounting Office (GOA) for audit or administrative review at a reasonable time and place.

5. Xavier agrees to pay any necessary district matching funds to District to compensate for payroll (FICA) for the employees of the Xavier National School Lunch Program if applicable.

6. District agrees to assume responsibility for any repairs to kitchen equipment at Xavier Charter School Kitchen. If District determines that additional kitchen equipment is required for the program, Xavier agrees to pay the purchase and any installation costs. Upon acceptance of the equipment, District be responsible for maintenance and repairs of said equipment. Xavier Agrees to provide Janitorial services in the cafeteria, including set up and take down of tables.


7. Xavier agrees to provide or purchase a computer (to be approved by the Twin Falls School District), Mealtime software licensing, and a Touch and Go Finger Scanner, for the meal accountability system for operation of the program at Xavier.

8. District agrees to provide snacks in compliance with The National School Lunch program if an educational afterschool program is provided by Xavier Charter School. District Nutrition will do all paper work and reimbursements for this program. Snacks will be charged at the rate of \$1.45 full priced snack and \$.15 reduced price snack per student, and Adult Snack of \$1.65.

9. Xavier shall reimburse District for unpaid meals or snacks from funds authorized by the National School Lunch Program regulations.

10. This agreement shall be effective during the 2019-2020 school year, from August, 2019 to June, 2020. The agreement may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:


Twin Falls School District

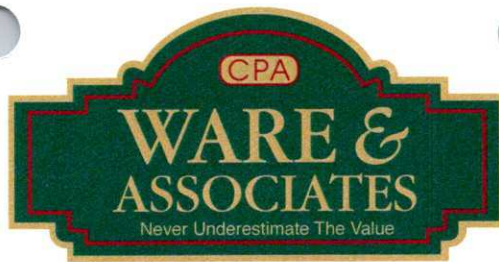
School Nutrition Director
Title

7-1-19
Date


Xavier Charter School

Board Chair
Title

6-20-19
Date



Audit Engagement Letter

September 20, 2018

Xavier Charter School, Inc.
Twin Falls, Idaho 83301

Board of Trustees

We are pleased to confirm our understanding of the services we are to provide Xavier Charter School, Inc. for the Year ended June 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Xavier Charter School, Inc. as of and for the Year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Xavier Charter School, Inc.'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Xavier Charter School, Inc.'s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The Management's Discussion and Analysis RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies Xavier Charter School, Inc.'s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Schedule of expenditures of federal awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of Xavier Charter School, Inc. and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Xavier Charter School, Inc.'s financial statements. Our report will be addressed to the governing board of Xavier Charter School, Inc.. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Xavier Charter School, Inc.'s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Camas County District No. 121's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Xavier Charter School, Inc. is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Xavier Charter School, Inc.'s compliance with applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Xavier Charter School, Inc. in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and non compliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Xavier Charter School, Inc.; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ware & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to other agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ware & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by agencies aforementioned. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 14, 2019 and to issue our reports no later than October 17, 2019. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc) except that we agree that our gross fee, including expenses, will not exceed **\$9,350**. This fee will include the preparation of Form 990 tax return. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes sixty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Xavier Charter School, Inc.
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We appreciate the opportunity to be of service to Xavier Charter School, Inc. and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

WARE & ASSOCIATES



Raymond T. Ware

RESPONSE:

This letter correctly sets forth the understanding of Xavier Charter School, Inc.

By: Delorah Sun

Title: Board Chair

Date: 4-18-19