

## 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 615 E 44<sup>th</sup> #9 Boise Idaho, for janitorial services described on the **Request for Proposals dated May 21st, 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, 2020 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 10<sup>th</sup> of the following month to process payment(s). If the 10<sup>th</sup> 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 10<sup>th</sup>. 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 21st, 2020** 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	Title	
Jared Young	president	
Signature		Date
<i>Jared Young</i>		6/12/20

Print Name of Xavier Charter School's Representative	Title	
Deborah Burr	Board Chair	
Signature		Date
<i>Deborah Burr</i>		6-18-20



XAVIER CHARTER SCHOOL  
1218 North College Road W  
Twin Falls, ID 83301

Phone (208) 733-1348 Fax

Jared  
Class Act

Waiting on  
last one.  
1.23.2020

69,947.20  
Total

**Request for Proposals for:**

- 1) Day-time Cleaning
- 2) Night-time Cleaning
- 3) Summer Cleaning and Waxing Floors
- 4) Waxing Floors during Christmas Break
- 5) Cleaning After any Special Events throughout the school year

**Last Date to Submit Bids: 2:00pm May 24, 2020**

**Bid Opening Date: May 3rd, 2020**

**Reservation of Right to Reject Proposals**

Xavier Charter School reserves the right to reject all proposals, to waive informalities, to accept the proposals(s) deemed best overall for the District, to reissue the Request for Proposals, or to take no further action.

*\*Note: Please read the Janitorial Duties Addendum near the back of this packet.*

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## 1. Purpose

Xavier Charter School is requesting proposals for janitorial services covering July 1, 2012 through June 30, 2022.

Contact for this RFP and post award:

Brian Loosli

Phone: 208-734-3947 ext 211

Fax: 208-733-1348

E-mail: [bloosli@xaviercharter.org](mailto:bloosli@xaviercharter.org)

## 2. Facilities information

Xavier Charter School is a single building K-12 school district plus eight modular classrooms separated from the main building. The combined square footage is approximately 54,016 SQFT.

## 3. Insurance AND background check requirements

Contractor is required to carry liability insurance in no less than one million dollars (\$1,000,000) and workers compensation insurance in no less than five hundred thousand (\$500,000). 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.

## 4. Bid Submission

Enter your price on the "Bid Sheet" for each of the 5 service and all 5 bid sheets must be completed. Email your **completed proposal package** to [bloosli@xaviercharter.org](mailto:bloosli@xaviercharter.org) by 2:00pm (MST) May 24, 2020 or to the address below if by postal mail:

Xavier Charter School  
Janitorial Service Proposal  
1218 N College Road W  
Twin Falls, ID 83301  
Attn: Brian Loosli

5. Refer to Exhibit A for list of items to be completed for submission.

6. Refer to Exhibit B for the service contract governing this RFP.

## 7. Bidder Information:

Company Name: Class Act Inc.

Company Address: 615 E 44th st. #9 Boise ID

Name of Person Submitting the Bids: Jared Young

Title of Person Submitting the Bids: President

Signature of Bidder: [Signature]

Telephone#: 208 861 4355, 208 733 8408

Email Address: jaredcaja@gmail.com

## Bid Sheet for Daytime Service

Daytime Service Bid Price: \$ 26080.20 (2897.80/month x 9)

See Daytime Scope of Service next page.

**Payment** for Daytime Service will be in **9 equal payments** computed by dividing the Bid Price above by 9. Contractor should send invoice on the last business day of the month of service and not before. The first payment for Daytime service will be made by October 10, 2020 and last payment by June 10, 2021.

**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.

Contractor must send a **substitute** if the regular daytime custodian is unable to come to work.



## Scope of Service for Daytime

<b>DAYTIME CUSTODIAN DUTIES: September 3, 2019 to May 29, 2020</b>		
<b>ENTRANCES/LOBBY/LIBRARY</b>	<b>DAILY</b>	<b>WEEKLY</b>
Keep all entry doors & windows clean	X	
Sweep entry rug & sidewalks to remove debris	X	
Empty trash containers; replace can liners and wipe clean as needed	X	
Clean tables/desks/benches/shelves etc.	X	
Remove cobwebs, detail dust corners, edges, and high areas		X
<b>RESTROOMS</b>		
Check & restock toilet paper, hand soap, and other supplies as needed	X	
Dust flat and vertical surfaces		X
Remove litter as needed	X	
<b>OTHER DUTIES</b>		
Arrives school at 7:30 am	X	
Unlock front doors @ 7:30 AM / Lock front doors @ 3:30 PM	X	
Unlock gym doors @ 7:30 AM / Lock gym doors at 8:00 AM	X	
Order Supplies		X
Clean & Organize janitorial supply room - wash out tub	X	
Sweep & mop the Entry/Lobby, vacuum halls, & clean student bathrooms before going home for event days such as "parent teacher conference". See attached Event Calendar	X	
<b>HALLWAYS</b>		
Spot clean corridor walls and tops of lockers, display cases, etc.	X	
Dust flat or vertical surfaces		X
<b>LOCKER ROOM/DRESSING ROOMS</b>		
Remove litter	X	
Empty trash & replace liner	X	
Wipe walls		X
<b>GYM/LUNCH ROOM</b>		
Empty trash and replace liners	X	
Clean up after breakfast & lunch- wipe tables & sweep floor	X	
Put tables down for lunch, clean tables & put up after lunch	X	
Clean & Scrub floor using the floor scrubber machine	X	
<b>GENERAL PROCEDURES</b>		
Check and review communications log book and complete requested items	X	
Report any maintenance items or security issues immediately & record in log book	X	
Continually check all restrooms, hallways, library, lobby & gym for cleanliness	X	
Be available to staff for special situations	X	
<b>ADMIN OFFICES/TEACHERS LOUNGE/SICK ROOM/WORK ROOM</b>		
Vacuum & mop floors	X	
Empty trash & replace liners	X	
All Bathrooms - Disinfect toilets, sink, clean mirrors, sweep & mop floors	X	
Check paper towels, soap & toilet paper	X	
Clean window blinds & window sills		X
Clean office windows		X

**DAY TIME CUSTODIAN FOLLOWS THE SCHOOL CALENDAR.**

**DAY TIME CUSTODIAN MUST WORK EVERY DAY WHEN STUDENTS ARE IN SCHOOL (EXCEPT FOR SATURDAY AND SUNDAY)**

## Bid Sheet for Nighttime Service

**Nighttime Service Bid Price:** \$ 34452.00 (3828.00/month x 9)

See Nighttime Scope of Service next page.

**Payment** for Nighttime Service will be in **9 equal payments** computed by dividing the Bid Price above by 9. Contractor should send invoice on the last business day of the month of service and not before. The first payment for Nighttime service will be made by October 10, 2020 and last payment by June 10, 2021.

**Background check** is required for any of contractor's employee 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.

## Scope of Service for Nighttime

<b>NIGHTTIME CLEANING DUTIES: August 31, 2020 to May 28, 2021</b>			
<b>ENTRANCES/LOBBY/LIBRARY</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>
Clean all entrance doors & entrance glass	X		
Vacuum all mats in entryways	X		
Empty trash containers; replace can liners	X		
Wipe clean tables/desks/benches/shelves etc.	X		
Autoscrub hard floor surfaces	X		
Remove cobwebs, dust corners, edges, and high areas		X	
Entrance- sweep outside mats & clean garbage cans	X		
Remove large pieces of litter	X		
Sweep, mop, and vacuum floors - use floor scrubber machine on tile floors	X		
<b>RESTROOMS</b>			
Check & restock toilet paper, hand soap, and other supplies as needed	X		
Empty trash, replace liners and remove garbage to designated area	X		
Disinfect door handles, partition handles, dispensers and light switches	X		
Sweep and wet mop/disinfect tile floor surfaces - use floor scrubber machine	X		
Clean and sanitize restroom fixtures including toilet bowls, toilet seats, urinals & sinks	X		
Clean and polish mirrors, glass and chrome. Wipe all partition walls.	X		
Check, remove and clean sani napkin dispenser	X		
Dust flat and vertical surfaces weekly as needed		X	
Remove litter	X		
Dust high door frames, mirrors and air vents			X
<b>CLASSROOMS</b>			
Empty trash containers; replace can liners	X		
Dust mop hard floor surfaces/vacuum carpets & main traffic areas	X		
Dust/Wipe window sills, and other vertical surfaces weekly	X		
Dust horizontal surfaces and high reach areas including vents & grills	X		
Check & refill soap and paper dispensers	X		
Clean bathroom sinks	X		
Disinfect door handles	X		
Clean baseboards, edges & corners	X		
Wipe the inside and outside of the GLASS PANEL next to the door in all applicable rooms	X		
<b>HALLWAYS</b>			
Vacuum carpeted areas including edges, corners and baseboards	X		
Spot clean corridor walls and tops of lockers, display cases, etc.	X		
Clean & Disinfect drinking fountains	X		
Empty trashcans & replace liners	X		
Dust flat or vertical surfaces		X	
<b>LOCKER ROOM/DRESSING ROOMS</b>			
Remove litter	X		
Empty trash & replace liner	X		
Wipe walls	X		
Sweep & Mop	X		
<b>GYM/LUNCH ROOM</b>			
Empty trash and replace liners	X		
Clean & Scrub floor using the floor scrubber machine	X		
Put tables down at night for breakfast	X		
Clean mops, floor scrubber machine, vacuums, and remove all trash in the janitorial supply room so they are ready and operational for morning use	X		
<b>GENERAL PROCEDURES</b>			
Check and review communications log book and complete requested items	X		
Report any maintenance items or security issues immediately & record in log book	X		
Insure all doors or security systems are properly set	X		
Remove any debris around the building	X		

**NIGHT TIME CLEANING FOLLOW THE SCHOOL CALENDAR.**

**CLEANING MUST BE DONE EVERY DAY DURING THE SCHOOL YEAR (EXCEPT FOR SATURDAY AND SUNDAY)**

## Bid Sheet for Summer Services

**Summer Services Bid Price:** \$ 5370.00 (2685.00/month x 2)

See Summer Scope of Service next page.

**Payment** for summer services will be in **2 equal payments** computed by dividing the Bid Price above by 2. Contractor should send invoice on the last business day of the month of service and not before. The first payment for summer service will be disbursed by August 10, 2020 and last payment by September 10, 2021.

**Background check** is required for any of contractor's employee 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.

## Scope of Services for Summer Months

SUMMER DUTIES--July 1 through August 28, 2020			
Regular Summer Duties:	Every Other Day	Weekly	Monthly
Clean ALL Bathrooms including Modulares	X		
Vacuum All Admin Offices	X		
Empty Garbage in Admin Offices	X		
Check halls for Full Garbage cans	X		
Clean, Vacuum, Sweep mop Workroom & Faculty Lounge		X	
Vacuum ALL Baseboards			X
Dust Horizontal surface and High reach areas, vents & grills			X
Dust & Wipe Blinds			X
Sweep Outside Entrance	X		
Sweep and Hose outside Entrance			X
<b>One-Time Summer Duties that must be completed by: <u>August 18, 2019</u></b>			
<b>CLASSROOM Duties</b>			
Wash Walls			
Shampoo Carpets (contractor is responsible for moving furniture)			
<b>STRIPPING AND WAXING FLOORS</b>			
<b>Floors to Be Stripped and Waxed (contractor is responsible for moving furniture):</b>			
1) GYM & DRESSING ROOMS			
2) KITCHEN AND THE FOOD STORAGE ROOM NEXT TO THE KITCHEN			
3) ENTRY/LOBBY			
4) LIBRARY			
5) HALLWAY (from Room# 115 to the Gym including all 3 Water Fountain areas)			
6) Sixteen STUDENT BATHROOMS (including all bathrooms in the modular buildings)			
7) THE EMPLOYEE LOUNGE			
8) TWO EMPLOYEE BATHROOMS			
9) Science Lab & Classroom			
10) Elementary Art Room (in modular building)			
11) Secondary Art Room (Contractor must coordinate with Mr. Hicks in advance to make sure his room is ready)			
<b>GENERAL Duties</b>			
Clean All Windows Inside & Outside			
Dust & Wipe Lockers Inside & Out			
Wash inside and outside of all Garbage Cans			
<b>DRESSING ROOM Duties</b>			
Wash Walls			

## **Bid Sheet for Waxing Floors during Christmas Break**

**Waxing Floors over Christmas Break Bid Price:** \$ 1850.00

See Scope of Service for Christmas break next page.

A one-time payment will be made for the bid amount above. Contractor should send invoice on the last business day of the month of service and not before. Payment for this service will be made by January 10, 2021.

Background check is required for any of contractor's employee 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.

## Scope of Service for Christmas Break

<b>Stripping and Waxing Floors during CHRISTMAS BREAK (contractor is responsible for moving furniture)</b>	<b>Check Areas to Be Waxed</b>
1) Entry / Lobby	X
2) Library	X
3) Hallway: room 115 to the Gym including All 3 Water Fountain areas	X



## **Bid Sheet for Cleaning up After-Event**

**Bid Price Per Event:** \$ 137.00

The school occasionally hosts events such as Parent-Teacher conferences, dances and performances. Cleanup service will be needed after the event occurred. Your bid price per event is for cleaning up afterwards and the after-event-cleanup service is described in the Scope of Service for Events.

See Scope of Service for Events next page.

The frequency of payment for after events cleanup depends on when events happen. Contractor should send invoice on the last business day of the month of service for after-event-cleanup during the month. Payment for this service will be made by the 10th, of the following month.

Background check is required for any of contractor's employee 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.

## Scope of Service for After an Event

<b>/ENTS: Cleaning After an Event (Parent-Teacher Conferences &amp; Dances etc)</b>	
<b>Duties After an Event:</b>	<b>Check Areas to Be Cleaned</b>
Clean ALL Bathrooms	X
Empty Garbage Cans Inside and Outside	X
Vacuum and/or Sweep & Mop Used areas	X
<b>All duties above must be done before the start of the following school day</b>	
<b>See Attached Event Calandar</b>	

Company Name: Class Act Inc

Company Address: 615 44th St #9 Boise ID

Name of Person Submitting the Bids: Jared Young

Title of Person Submitting the Bids: President

Signature of Bidder: 

Telephone#: 208 861 4355 208 733 8408

Email Address: jaredcaj@gmail.com

**References (must provide at least 3)**

Reference Name: Jerome Country Club / Pauline  
Address: 649 Golf Course Rd Jerome  
Telephone#: 2083080160  
Email Address: info@jeromecountryclub.com  
Relationship: Client

Reference Name: Idaho Transportation Dept / Kathy Stabb  
Address: Several locations  
Telephone#: 2087994264  
Email Address: Kathy.stabb@itd.idaho.gov  
Relationship: Client

Reference Name: Xavier Charter School / Brian Loosli  
Address: 1218 N. College Rd W Twin Falls  
Telephone#: 2087343947  
Email Address: bloosli@xaviercharter.org  
Relationship: Client



# CERTIFICATE OF ASSUMED BUSINESS NAME

Pursuant to Section 53-504, Idaho Code, the undersigned submits for filing a certificate of Assumed Business Name.

Please type or print legibly.

Instructions are included on back of application.

**FILED EFFECTIVE**

2013 MAY -7 PM 3:07

SECRETARY OF STATE  
STATE OF IDAHO

1. The assumed business name which the undersigned use(s) in the transaction of business is:

Class Act

ID# 494880

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name:

Name

Complete Address

Class Act, a Corporation

615 E 44th St #9

(C197855)

Boise, ID 83714

3. The general type of business transacted under the assumed business name is:

- |  |  |
|--|--|
| <input type="checkbox"/> Retail Trade                        | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade                     | <input type="checkbox"/> Construction                        |
| <input checked="" type="checkbox"/> Services                 | <input type="checkbox"/> Agriculture                         |
| <input type="checkbox"/> Manufacturing                       | <input type="checkbox"/> Mining                              |
| <input type="checkbox"/> Finance, Insurance, and Real Estate |  |

Submit Certificate of  
Assumed Business  
Name and \$25.00 fee to:

Secretary of State  
450 North 4th Street  
PO Box 83720  
Boise ID 83720-0080  
208 334-2301

4. The name and address to which future correspondence should be addressed:

Same

5. Name and address for this acknowledgment copy is (if other than # 4 above):

Class Act

615 E 44th St #9

Boise, ID 83714

Signature: [Signature]

Printed Name: Jared Younger

Capacity/Title: President

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Capacity/Title: \_\_\_\_\_

Secretary of State use only

IDAHO SECRETARY OF STATE  
05/07/2013 05:00  
CK: 3000 CI: 202000 BH: 1372005  
I D 25.00 = 25.00 ASSUM NAME # 3

D163096



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OWNED BY THE ISSUING INSURER(S). THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Ricketts & Associates 13177 Persimmon Lane Boise ID 83713	CONTACT NAME: Jeff Morris PHONE (A/C, No, Ext): 208-322-5525 FAX (A/C, No): E-MAIL: jeffm@rickettsinsurance.com ADDRESS:
INSURED	Class Act Inc 13601 W McMillan Rd Boise ID 83713-2025	INSURER(S) AFFORDING COVERAGE INSURER A: OWNERS INS CO NAIC # 32700 INSURER B: OHIO SECURITY INS CO 24082 INSURER C: Western Surety Company INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		57457933	10/09/2018	10/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XW558331592	08/23/2019	08/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Janitorial Dishonesty Bond		65066073	05/07/2020	05/07/2023	Dishonesty Bond 5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per contract, State of Idaho, Idaho Department of Fish &amp; Game are added as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

XAVIER CHARTER SCHOOL

1218 N COLLEGE ROAD W

TWIN FALLS ID 83301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Morris

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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

### Class Act

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

615 44th street #9

6 City, state, and ZIP code

Boise, ID 83714

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

OR

Employer identification number

8 0 - 0 9 6 4 3 2 8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

5/15/19

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## **Janitorial Duties Addendum (2020-2021 School Year/June Cleaning)**


Contractors:

It has come to our attention that our contract failed to detail or include the month of June in our cleaning services. That being said, we have created this small addendum, to include the month of June in our cleaning contract. Please add the additional cost for the month based on your pricing of the janitorial expectations for summer cleaning services as listed in the paperwork that you filled out previously for the months of July and August. I apologize for overlooking this in our original contract.

**Bid Price for the Month of June:**

2195.00

**Contractor Signature:**

  
\_\_\_\_\_

Note: If you need access to the building please call or text Brian Loosli @208 316 4948 or email him at [bloosli@xaviercharter.org](mailto:bloosli@xaviercharter.org)



## **Janitorial Duties Addendum (2020-2021 School Year/School Closure Pricing Agreement)**

Contractor:

In the event that our school closes for an extended period of time during the 2020-2021 school year Xavier Charter School will seek a reduction in cleaning and thus a reduction in the monthly cost of service. Please provide an approximate cost for the reduced cleaning service rate during an extended school closure.

**Monthly Price for Extended School Closure:**

**Three nights per week contract cleaning including extra disinfecting high touch points. \$2750.00/ Month**

**Contractor Signature:**

*Jared Young*

Contact: [bloosli@xaviercharter.org](mailto:bloosli@xaviercharter.org) or (208) 316 4948



## **Janitorial Duties Addendum (2020-2021 School Year/School Closure Pricing Agreement)**

Contractor:

In the event that our school closes for an extended period of time during the 2020-2021 school year Xavier Charter School will seek a reduction in cleaning and thus a reduction in the monthly cost of service. Please provide an approximate cost for the reduced cleaning service rate during an extended school closure.

**Monthly Price for Extended School Closure:**

**Three nights per week contract cleaning including extra disinfecting high touch points. \$2750.00/ Month**

**Contractor Signature:**

*Jared Young*

Contact: [bloosli@xaviercharter.org](mailto:bloosli@xaviercharter.org) or (208) 316 4948



EdWise LLC  
Educational Consultation & Services  
910 Green Tree Way  
Twin Falls, ID 83301  
208.308.2410  
edwisellc@aol.com

*Wise Approaches to Effective Education*

## **Contractual Agreement**

**THIS AGREEMENT** is entered into on the 18 day of June 2020, by and between EdWise LLC and Xavier Charter School #462 and stipulates services provided from July 1, 2020 through June 30, 2021. 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 is also included.
- On-site direct services will be provided two eight-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
  - 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-12, and
  - Facilitate the development and implementation of 504 plans for students in grades K-12

Delorah Ben Board Chair

6-18-20

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

Date

Pamela Houston-Powell <sup>dup</sup> 07/01/20

Dr. Pamela Houston-Powell, Owner  
EdWise LLC

Date

## Work Agreement

THIS AGREEMENT is entered into on this 8th day of June, 2020, 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 procedures. 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.

Debrah Ben  
Administrator

6-18-20  
Date

Jesse Mittelstadt  
Contractor (Jesse Mittelstadt)

6/08/2020  
Date

## 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.....\$2.90 each full price elementary student \$.40 each reduced priced student
  - \$3.15 each full price middle school student, \$.40 each reduced price student
  - \$3.40 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....\$1.55 each full price elementary student, \$.30 each reduced price student
  - \$1.80 each full price middle student, \$.30 each reduced price student
  - \$1.80 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.

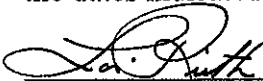
7. Xavier agrees to provide or purchase a computer (to be approved by the Twin Falls School District), Mealtime software licensing, and a Touch and Go Finger Scanner, for the meal accountability system for operation of the program at Xavier.

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 \$1.50 full priced snack and \$.15 reduced price snack per student, and Adult Snack of \$1.70.

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 2020-2021 school year, from August, 2020 to June, 2021. 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

6-30-20  
Date

  
Xavier Charter School

Board Chair  
Title

6-18-20  
Date



## **Audit Engagement Letter**

**September 18, 2019**

**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, 2020. 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, 2020. 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, 2020 and to issue our reports no later than October 17, 2020. 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.

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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: Delmar Bunn

Title: Board Chair

Date: 6-18-20