

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 44th St #9 Boise ID,

for janitorial services described on the **Request for Proposals dated April 30, 2022** (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, 2022 and expire on June 30, 2023 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 **six 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 **6 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."

The person and/or entity entering into the contract verified that they were not excluded or disqualified by performing any one of the following:

1. Checking the Excluded Parties List System (EPLS);*
2. Collecting a certification from that person; or
3. Adding a clause or condition to the covered transaction with that person.

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

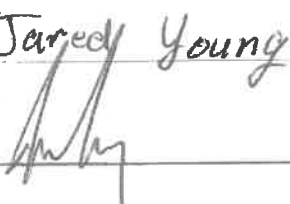
This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each party shall constitute one original.


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 April 30, 2022** 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
	4/27/22

Print Name of Xavier Charter School's Representative	
Gung	
Signature	Title
	Head of Schools
	Date
	7-1-22

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 1st day of July 2022, by and between EdWise LLC and Xavier Charter School #462 and stipulates services provided from July 1, 2022, through June 30, 2023. 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 special education and Section 504 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
- *Discretionary Services* will be provided as requested and may be negotiated as an additional stipend. These services may include, but are not limited to:
 - Paraeducator training necessary for paraeducators to meet the Idaho Paraprofessional Standards
 - Faculty professional development
 - Completing IDEA eligibility reports, developing IEPs, conducting achievement testing; completing Functional Behavior Assessments (FBAs), and developing Behavior Intervention Plans (BIPs)
 - Mandt training

Credentials: Pamela Houston-Powell, Ed.D.

- Idaho certified Special Education Director, Principal, Superintendent, Teacher Leader, K-12 Special Education Teacher, K-8 Elementary Education Teacher
- Facilitator and Mediator, Idaho State Department of Education
- Special education due process compliance specialist
- Secondary transition services specialist
- Clinical supervisor of interning teachers
- Mentor for new teachers
- 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:

- \$26,880 yearly rate to be paid over a 12-month period (July 1, 2022, to June 30, 2023) at a monthly rate of \$2240 (\$35 per hour)

Article III: Payment for Services

EdWise LLC shall provide a monthly invoice to Xavier Charter School #462 by the last day of each month from July 2022 to June 2023. Xavier Charter School shall execute payment within ten business days from the receipt of the invoice unless other arrangements are made that are agreeable to both parties.

Article IV: 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 of professional liability insurance as well as workman's compensation information.

Article V: Conditions/Limitations of Contract

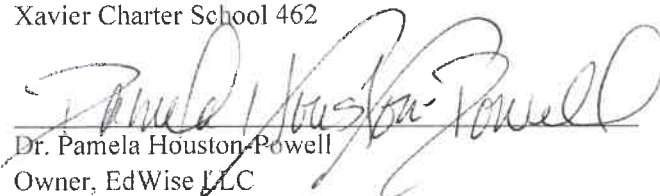
This contract shall be subjected to review or modification by either party and may be terminated at any time by either party, subject to a 30-day written notice. Both parties have the right to discuss this option prior to submission of written notice.



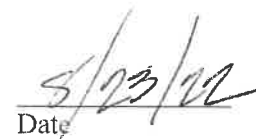
Head of Schools, Board Member/Designee
Xavier Charter School 462



Date



Dr. Pamela Houston-Powell
Owner, EdWise LLC



Date

Work Agreement

THIS AGREEMENT is entered into on this 25th day of July, 2022, by and between Jesse Mittelstadt (an independent contractor) and Xavier Charter School for the 2022-2023 school year. The parties entering this agreement, agree as follows:

SCOPE OF SERVICES:

RTI/Benchmarking/Progress Monitoring Consultation

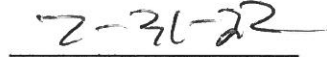
Jesse Mittelstadt, B.A., Idaho certified special education teacher and independent contractor will provide training and ongoing teacher support in RTI procedures, progress monitoring, and academic benchmarking procedures. This information is critical to the RTI process and procedures. Jesse will also consult and assist with completion of IEP & 504 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.

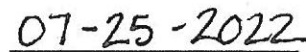
Jesse will also provide all necessary documentation of appropriate certification and other requested documents that are necessary in order to issue payment at the agreed upon rate of \$35/hour.



Administrator


Contractor (Jesse Mittelstadt)

Date



Date

SERVICE PROVIDER AGREEMENT

This Agreement is entered between Xavier Charter School and **PROGRESSIVE BEHAVIOR SYSTEMS**.

TERMS OF AGREEMENT

The period of this Agreement will commence on Sept 3, 2022 and remain in effect until Sept 3, 2023.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, **Progressive Behavior Systems** is and shall always be an independent contractor of Xavier Charter School. Nothing herein is to be construed as establishing an employer-employee relationship.

SERVICES TO BE RENDERED

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

 X Behavioral Intervention (BI); CBRS Services

 Behavioral Intervention Paraprofessional (BI Para)

RECORD KEEPING

Progressive Behavior Systems shall be responsible for maintaining complete and accurate records documenting the services provided in this Agreement and shall submit copies of the records to Xavier Charter School within 10 working days of the date requested.

CONFIDENTIALITY

Progressive Behavior Systems 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

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

SERVICE DELIVERY: TIME AND PLACE

Progressive Behavior Systems shall perform services in Agreement at Xavier Charter School or other agreed location each scheduled day of services during the school year. School will notify **Progressive Behavior Systems** of absences or of cancelled school days.

COORDINATION OF SERVICES

To facilitate delivery of services, Xavier Charter School will provide:

1. Reasonable and prompt notification of meetings and other appointments in which Progressive Behavior Systems 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 Progressive Behavior Systems, the student, parents/guardians, and other providers.

PREAUTHORIZATIONS OF SERVICES

All services that require preauthorization from a reimbursor is the responsibility of Shoshone School District.

COMPENSATION/BILLING

Xavier charter School shall compensate Progressive Behavior Systems for the services in this Agreement at the following rates:

Service	Rate
Behavioral Intervention (BI-professional)	\$13.00 per billable unit (15 minutes)
Behavioral Intervention (BI-specialist)	\$10.30 per billable unit (15 minutes)

Progressive Behavior Systems will submit a monthly statement of services rendered each month to Xavier Charter School payable within 30 days of the statement date.

TERMINATION

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

DEFAULT

Upon default by either party, the no 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 no defaulting party as result of procuring substitute performance, legal fees and other losses due to the default.

AMENDMENT

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

NON-DISCRIMINATION

Progressive Behavior Systems and Xavier Charter School agree to not discriminate or deny participation in programs provided based on race, color, creed, nationality, sex, age, or disability.

INSURANCE AND LIABILITY

Progressive Behavior Systems will be liable for losses or damages during the performance of services provided in this agreement. Proof of insurance will be provided upon request.

GOVERNANCE

This Agreement shall be governed by the laws of the State of Idaho. Progressive Behavior Systems 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 be both parties in writing.


ASSIGNMENT

This Agreement shall not be subject to assignment in whole or part to any other parties than Progressive Behavior Systems and its employees except by written agreement by the 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

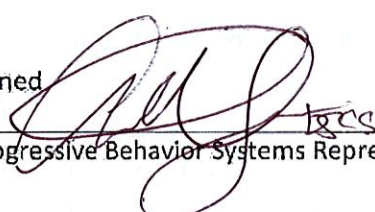


Dated

7-26-22

Xavier Charter School Representative

Signed



Dated

7.27.22

Progressive Behavior Systems Representative



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

PRIMARY THERAPY SOURCE, LLC

PHYSICAL and 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
Tax ID# 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapysource2@yahoo.com

Physical Therapists: Jan Yingst, MPT, PCS; Teresa Prine, MSPT;
Jackie Dux, DPT; Trish Howard, DPT;
Crystal Guerraro-Vega, PTA; David Fowers, PTA;
Levi Crane, DPT; Kyle Vanden Bosch, DPT;
Amanda Jackson, PTA; Bailey Smith, PTA;
Sarah Friend, DPT; Michael Sunderland, DPT

Occupational Therapists: Ivan Hardcastle, OTR/L; Joel Vinson, OTR/L;
Mandy Lee, OTR/L; Terry Darrington, OTR/L;
Jennifer Claire, COTA; Jessica Martin, COTA;
Kristen Magalogo, OTR/L; Mark Driggs, OTR/L;
Erika Cazeau, COTA; Nette Miller, OTR/L;
Taylor Staudenmaier, OTR/L; Marissa Vitt, OTR/L;
Sophie Bogdanove, COTA; Makeesa Montgomery, COTA

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.

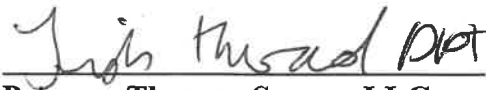
For the School:

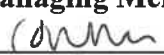

Signature

Head of Schools
Title or Position

Not available 7-17-22
Board Representative Date

Service Provider:


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

Managing Member  4/1/22
Title or Position 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 ²⁰²²⁻²³ ~~2021-2022~~ school year, from August, ~~2021~~ ²⁰²² to June, ~~2022~~ ²⁰²³. 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:

Lillian M. Shonlin
Twin Falls School District

Child Nutrition Director
Title

8-9-22
Date

[Signature]
Xavier Charter School

Head of School
Title

7-17-22
Date