Quote: Q-93844
Prepared For: Xavier Charter School
Expires On: 11/30/2026

QUOTE

Amira Q-93844

PREPARED FOR

Xavier Charter School
ACCOUNTS PAYABLE
1218 North College Road W
Twin Falls, ID, 83301

YOUR AMIRA PARTNER

Sam Rangel
Partnership Manager
sam.rangel@amiralearning.com
(214) 572-4620

AMIRA LEARNING

Quote: Q-93844
Prepared For: Xavier Charter School
Expires On: 11/30/2026

Amira Reading Suite (Existing Campus) -Pricing reflects discount for Grades K–6 Amira A+I+T for Existing Istation Campuses					
QTY	**Product**	**Campus**	**Start Date**	**Months**	**Sales Price**
1	Amira Reading Suite (Existing Campus)	Xavier Charter School	11/01/2026	12	$12,596.43

Istation Math (existing campus) -Pricing reflects discount for Grades K–6 ISIP Math assessment and math instruction/curriculum.					
QTY	**Product**	**Campus**	**Start Date**	**Months**	**Sales Price**
1	Istation Math (existing campus)	Xavier Charter School	11/01/2026	12	$7,473.57

AMIRA LEARNING

Quote: Q-93844
Prepared For: Xavier Charter School
Expires On: 11/30/2026

Start Date: 11/01/2026 **Term:** 12 **End Date:** 10/31/2027

List Amount	$21,430.00
Discount Amount	$1,360.00
Tax Amount	$0.00
Customer Total	$20,070.00

Quote: Q-93844
Prepared For: Xavier Charter School
Expires On: 11/30/2026

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Additional Options (to be paid in full). Totals do not include tax (if applicable):

Failure to provide the below will cause a delay in processing your order.

- Please email your Purchase Order that includes this quote number to orders@amiralearning.com.
- Digitally signed contract provided to you upon commitment with your Amira partner

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered

Amira Terms of Use: https://amiralearning.com/amira-terms
Amira Privacy Policy: https://amiralearning.com/amira-privacy

Quote: Q-93844
Prepared For: Xavier Charter School
Expires On: 11/30/2026

Amira

Signature: Sara Erickson

Printed Signature: Sara Erickson

Title: Chief of Staff

Dated: 6/23/2026

Customer

Signature: Gary Moon

Printed Signature: Gary Moon

Title: Head of Schools

Dated: 6/22/2026

To ensure timely and accurate fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: Rachel Kirchmeyer

Email: rkirchmeyer@xaviercharter.org

Phone: 2087343947

Accounts Payable / Billing Contact

Name: Sharea Eccles

Email: seccles@xaviercharter.org

Phone: 2087343947

Quote: Q-93844
Prepared For: Xavier Charter School
Expires On: 11/30/2026

District Technology Contact

Name “textsize”:
Jeremy Bennett

Email:
jbennett@xaviercharter.org

Phone:
2087343947

District Data Contact

Name “textsize”:
Megan Lemons

Email:
mlemons@xaviercharter.org

Phone:
2087343947

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 (the "**Contractor**"), whose address is: 13601 W. McMillan #102-223, Boise, ID 83713.

for janitorial services described on the **Request for Proposals dated May 10th, 2025** (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, 2025__ and expire on _June 30, 2027 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 May 10th, 2025** attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

Contractor's Legal Name Class Act Inc.		
Print Name of Contractor's Authorized Representative Jared Young	Title CEO	
Signature		Date 6-25-25

Print Name of Xavier Charter School's Representative Gary Man	Title Head of School	
Signature		Date 6-26-25

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

April 2025

Request for Proposals for:

1) Summer Cleaning/Floor Waxing (July and August)
2) Day-time Cleaning
3) Night-time Cleaning
4) Summer Cleaning (June)
5) Waxing Floors during Christmas Break
6) Cleaning After an Event

Last Date to Submit Bid: May 2nd, 2025 @ 2:00 p.m.

Bid Opening Date: April 18th 2025 @ 2:00 p.m.

Reservation of Right to Reject Proposals

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

Jared – we accept this bid for a total amount of $122,855.00

[illegible]

Cover Page

Table of Contents

1. Purpose

Xavier Charter School is requesting proposals for janitorial services covering July 1, 2025 through June 30, 2026.

Contact for this RFP and post award:

Head of Schools (Gary Moon) Facilities Manager (Brian Loosli)
Phone: 208-734-3947
Fax: 208-733-1348
Email: gmoon@xaviercharter.org and bloosli@xaviercharter.org

2. Facilities Information

Xavier Charter School is a single building K-12 school building plus 12 modular classrooms (6 buildings) separated from the main building. The combined square footage is approximately 57,600 sq. ft.

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). A 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 gmoon@xaviercharter.org bloosli@xaviercharter.org by 2:00pm (MST) May 2nd, 2025 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: 13601 W McMillan #102-223 Boise ID 83713

Name of Person Submitting the Bids: Jared Young

Title of Person Submitting the Bids: CEO

Signature of Bidder:

Telephone #: 208 861 4355

Email Address: jaredcaj@gmail.com

Scope of Services for Summer Months

SUMMER DUTIES: July 1, 2024–Aug. 15th, 2025			
REGULAR SUMMER DUTIES:	**Every Other Day**	**Weekly**	**Monthly**
Clean ALL Bathrooms including Bathrooms in the modular buildings		X	
Clean Admin Bathrooms	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 surfaces & high reach areas, vents, grills			X
Dust & wipe blinds			X
Sweep outside entrance	X		
Sweep and hose outside entrance			X
One-Time Summer Duties that must be completed by Aug 1st			
CLASSROOM/HALLWAYS Duties			
Wash Walls			
Shampoo all Carpets in classrooms and hallways (N/A this year in the High School Wing due to construction)			
STRIPPING & WAXING FLOORS (aprx 16,000 sqft)			
Floors to be Stripped & Waxed **(contractor is responsible for moving furniture)**			
1) GYM & DRESSING ROOM			
2) KITCHEN & 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) 18 STUDENT BATHROOMS (Including all bathrooms in the modular buildings)			
7) THE EMPLOYEE LOUNGE			
8) TWO EMPLOYEE BATHROOMS			
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)			
GENERAL Duties			
Clean ALL windows inside & outside			
Shampoo Hallway Carpets (No High School Wing Classrooms/Hallways this year/ Construction)			
Interior Hallway Walls to be wiped down and cleaned			
Dust & wipe lockers inside & out			
Wash inside & outside of all garbage cans			
DRESSING ROOM Duties			
Wash Walls			

Bid Sheet for Summer Services (July 1, 2025-August 15th, 2025)

Summer Services Bid Price: $ 1390.00

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 10th, 2025 and last payment by September 10th, 2025.

Background check is required for any of the 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.

Scope of Service for Daytime

DAYTIME CUSTODIAN DUTIES: August 18th 2025 –June 5th, 2026		
ENTRANCES/LOBBY/LIBRARY	**DAILY**	**WEEKLY**
Keep all entry doors & windows clean	X	
Clean Classroom Sidelight and door Windows		X
Sweep entry rug & sidewalks to remove debris	X	
Empty trash containers; replace can liners and wipe clean as needed	X	
Clean and disinfect tables/desks/benches/shelves etc.	X	
Remove cobwebs, detail dust corners, edges, and high areas		X
RESTROOMS		
Check & restock toilet paper, hand soap, and other supplies as needed	X	
Dust flat and vertical surfaces		X
Remove litter as needed	X	
OTHER DUTIES		
Arrives to school at 7:30am	X	
Unlock front doors @ 7:40am / Lock front doors at 3:30pm	X	
Unlock gym doors @ 7:40am / Lock gym doors @ 8:00am	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	
Fill and Deliver VIREX disinfectant to all Xavier classrooms		
HALLWAYS		
Spot clean corridor walls and tops of lockers, display cases, etc.	X	
Dust flat or vertical surfaces		X
LOCKER ROOM/DRESSING ROOM		
Remove litter	X	
Empty trash & replace liner	X	
Wipe walls		X
GYM/LUNCH ROOM		
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/Clean & maintain scrubber	X	
GENERAL PROCEDURES		
Check & review communications log book & 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	

DAY TIME CUSTODIAN FOLLOWS THE SCHOOL CALENDAR
A FULL TIME CUSTODIAN MUST BE AVAILABLE AND ON-SITE EVERY WORKDAY BETWEEN SEPTEMBER 2nd AND June 5th WHEN STUDENTS ARE IN SCHOOL WITH THE EXCEPTION OF WEEKENDS AND HOLIDAYS.

Scope of Service for Daytime

DAYTIME CUSTODIAN DUTIES: August 18th 2025 –June 5th, 2026		
ENTRANCES/LOBBY/LIBRARY	**DAILY**	**WEEKLY**
Keep all entry doors & windows clean	X	
Clean Classroom Sidelight and door Windows		X
Sweep entry rug & sidewalks to remove debris	X	
Empty trash containers; replace can liners and wipe clean as needed	X	
Clean and disinfect tables/desks/benches/shelves etc.	X	
Remove cobwebs, detail dust corners, edges, and high areas		X
RESTROOMS		
Check & restock toilet paper, hand soap, and other supplies as needed	X	
Dust flat and vertical surfaces		X
Remove litter as needed	X	
OTHER DUTIES		
Arrives to school at 7:30am	X	
Unlock front doors @ 7:40am / Lock front doors at 3:30pm	X	
Unlock gym doors @ 7:40am / Lock gym doors @ 8:00am	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	
Fill and Deliver VIREX disinfectant to all Xavier classrooms		
HALLWAYS		
Spot clean corridor walls and tops of lockers, display cases, etc.	X	
Dust flat or vertical surfaces		X
LOCKER ROOM/DRESSING ROOM		
Remove litter	X	
Empty trash & replace liner	X	
Wipe walls		X
GYM/LUNCH ROOM		
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/Clean & maintain scrubber	X	
GENERAL PROCEDURES		
Check & review communications log book & 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	

DAY TIME CUSTODIAN FOLLOWS THE SCHOOL CALENDAR
A FULL TIME CUSTODIAN MUST BE AVAILABLE AND ON-SITE EVERY WORKDAY BETWEEN SEPTEMBER 2nd AND June 5th WHEN STUDENTS ARE IN SCHOOL WITH THE EXCEPTION OF WEEKENDS AND HOLIDAYS.

Bid Sheet for Daytime Service

Daytime Service Bid Price: $ 42900.00

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, 2025 and last payment by June 10, 2026.

Background check is required for any of the 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 Nighttime

NIGHTTIME CUSTODIAN DUTIES: August 18th, 2025–June 5th, 2026		
ENTRANCES/LOBBY/LIBRARY	**DAILY**	**WEEKLY**
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 & high areas		X
Entrance – sweep outside mats & clean garbage cans	X	
Remove large pieces of litter	X	
Sweep, mop & vacuum floors – use floor scrubber machine on tile floors	X	
ALL RESTROOMS		
Check & restock toilet paper, hand soap, and other supplies as needed	X	
Empty trash, replace liners & remove garbage to designated areas	X	
Disinfect door handles, partition handles, dispensers & light switches	X	
Sweep & wet mop/disinfect tile floor surfaces – use floor scrubber machine	X	
Clean & sanitize restroom fixtures including toilet bowls, toilet seats, urinals & sinks	X	
Clean & polish mirrors, glass & chrome. Wipe all partition walls	X	
Check, remove & clean sani napkin dispenser	X	
Dust flat and vertical surfaces weekly as needed		X
Remove litter	X	
Dust high door frames, mirrors & air vents		X (MONTHLY)
Add Mineral Oil to Pee Traps in all bathroom floor drains		**Every Other Month**
CLASSROOMS		
Empty trash containers; replace can liners	X	
Dust mop hard floor surfaces/vacuum carpets & main traffic areas	X	
Dust/Wipe window sills & other vertical surfaces		X
Dust horizontal surfaces & high reach areas including vents & grills		X
Check & refill soap & paper dispensers	X	
Clean sinks	X	
Disinfect door handles	X	
Clean baseboards, edges & corners	X	
Wipe the inside & outside of GLASS PANEL next to the door in all applicable rooms	X	
Sweep and Mop the Gym Stage Floor	X	
Sweep and Mop the Dance Room #116	X	
HALLWAYS		
Vacuum carpeted areas including edges, corners and baseboards	X	
Spot clean corridor walls & tops of lockers, display cases, etc.	X	
Clean & disinfect drinking fountains	X	
Empty trashcans, & replace liners	X	
Dust flat & vertical surfaces		X
LOCKER ROOM/DRESSING ROOM		
Remove litter	X	
Empty trash & replace liner	X	
Wipe walls	X	
Sweep & Mop	X	

Page 7 **GYM/LUNCH ROOM**		
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	
Sweep and Mop the Stage	X	
GENERAL PROCEDURES		
Check & review communications log book & 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	
Complete a Monthly Inspection on all Fire Extinguishers in the facility		X (MONTHLY)
ADMIN OFFICES/TEACHERS LOUNGE/SICK ROOM/WORK ROOM		
Vacuum & mop floors	X	
Empty trash & replace liners	X	
All Bathrooms – disinfect toilets, sinks, clean mirrors, sweep & mop floors	X	
Disinfect Teacher Lounge – clean counters, sink, microwave, table	X	
Check paper towels, soap & toilet paper	X	
Clean window blinds & window sills		X
Clean office windows		X

CLEANING MUST BE DONE EVERY DAY DURING THE SCHOOL YEAR (EXCEPT FOR SAT, SUNDAY, AND HOLIDAYS.

Bid Sheet for Nighttime Service

Nighttime Service Bid Price: $ 66900.00

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, 2025 and last payment by June 10, 2026.

Background check is required for any of the 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.

Scope of Services for Summer (June)

SUMMER DUTIES: June 1st-June 30th 2026			
REGULAR SUMMER DUTIES:	**Every Other Day**	**Weekly**	**Monthly**
Clean ALL Bathrooms including those in the Modular Buildings		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 surfaces & high reach areas, vents, grills			X
Dust & wipe blinds			X
Sweep outside entrance	X		
Sweep and hose outside entrance			X

Bid Sheet for Summer Services (Month of June)

Summer Services Bid Price: $ 2750.00

See Summer Scope of Service next page.

Payment for Summer Services will be in **1 payment**. 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 July 10th, 2026.

Background check is required for any of the 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.

Scope of Service for After an Event

EVENTS: Cleaning After an Event (Parent-Teacher Conferences & Dances, Etc.	
Duties After an Event:	**Check Areas to Be Cleaned**
Clean ALL Bathrooms utilized during the event	X
Empty garbage cans inside & outside utilized during the event	X
Vacuum and/or sweep & mop used areas	X
All duties above must be done before the start of the following school day	
See Attached Event Calendar	

Bid Sheet for Cleanup After an Event

Bid Price Per Event: $ 195.00

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 for 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 the 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.

Scope of Service for Christmas Break

Stripping & Waxing Floors during CHRISTMAS BREAK (contractor is responsible for moving furniture)	**Check Areas to Be Cleaned**
1) ENTRY/LOBBY	X
2) LIBRARY	X
3) HALLWAY: Room #115 to the Gym including ALL 3 water fountain areas	X

Bid Sheet for Summer Services (July 1, 2025-August 15th, 2025)

Summer Services Bid Price: $ 1390.00

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 10th, 2025 and last payment by September 10th, 2025.

Background check is required for any of the 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.

Bid Sheet for Daytime Service

Daytime Service Bid Price: $ 42900.00

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, 2025 and last payment by June 10, 2026.

Background check is required for any of the 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.

Bid Sheet for Nighttime Service

Nighttime Service Bid Price: $_66900.00__________

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, 2025 and last payment by June 10, 2026.

Background check is required for any of the 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.

Bid Sheet for Summer Services (Month of June)

Summer Services Bid Price: $ 2750.00

See Summer Scope of Service next page.

Payment for Summer Services will be in **1 payment**. 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 July 10th, 2026.

Background check is required for any of the 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.

Bid Sheet for Cleanup After an Event

Bid Price Per Event: $ 195.00

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 for service for after-event-cleanup during the month. Payment for this service will be made by the 10^{th} of the following month.

Background check is required for any of the 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.

Bid Sheet for Waxing Floors during Christmas Break

Waxing Floors over Christmas Break Bid Price: $ 2915.00
(2915.00)

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 10th, 2026.

Background check is required for any of the 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.

EdWise LLC

Educational Direct Services & Consultation

910 Green Tree Way
Twin Falls, ID 83301
208.308.2410
edwisellc@aol.com

Contractual Agreement

Wise Approaches to Effective Education

THIS AGREEMENT is entered into on the 1st day of July 2026, by and between EdWise LLC and Xavier Charter School #462 and stipulates services provided from July 1, 2026 through June 30, 2027. 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 off-site consultation on all 504 and IDEA related issues.
- EdWise LLC will be the exclusive and sole provider of school special education directorship and 504 consultation services to Xavier Charter School during the contract period, unless each party mutually agrees otherwise. The scope of special education directorship and 504 consultation 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 Dawn Houston Zeyer):*
    - 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
  - *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 the developing Behavior Intervention Plans (BIPs)

Credentials: Pamela D. Zeyer, 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:

- Bi-weekly services (Fridays; 2 x month) = $800 monthly rate / $7200 annual rate to be paid over a 12-month period (July 1, 2026 to June 30, 2027)
- Any additional days (Fridays only) would be billed at $400 per day
- Any additional hours would be billed at $50 per hour

Article III: Payment for Services

EdWise LLC shall provide either a monthly or quarterly invoice (school's preference) to Xavier Charter School #462 from July 2026 to June 2027. Xavier Charter School shall execute payment within 14 calendar 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.

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.

7-1-26

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

Date

Pamela D. Zeyer, Ed.D.

7/1/26

Dr. Pamela D. Zeyer (formerly Pamela Houston-Powell)
Owner, EdWise LLC

Date

LEADING THE EVOLUTION OF OFFICE UPTIME.

575 E. 42nd Street | Boise, Idaho 83714 | 208.375.4410

Fisher's Order Form

Sold To		Bill To	
Customer Name	Xavier Charter Schools, Inc	Customer Name	Xavier Charter Schools, Inc
Physical Address	1218 North College Rd West	Billing Address	1218 North College Rd West
City, State, Zip	Twin Falls ID 83301	City, State, Zip	Twin Falls ID 83301
Contact Person	Gary Moon	Contact Person	Gary Moon
Phone	(208) 734-3947	Phone	(208) 734-3947

Rep Name: Amber McEntire
Purchase Order Number:
Order Date: 28-May-26

QTY	Product Number	Item Description
2	BH850I	bizhub 850I Mono MFP
2	AC28W11	PK-524 2/3 Hole Punch Unit (FS-539/FS-539SD)
2	A8H6W12	LU-303 Large Capacity Unit (3,000 sheets/Letter)
2	A87KWY1	RU-515 Relay Unit
2	AAR4WY1	FS-539 Finisher (50 Sheets) plus manual stapler

EQUIPMENT TRADE IN

QTY	Model / Description / Serial Number		

No salesperson is an authorized signatory of Fisher's Document Systems. All orders are subject to approval by a Fisher's authorized representative at a corporate / regional office. No sales order is binding upon Fisher's Document Systems unless and until approved as stated above.

Fisher's Authorization X

Trade in Allowance	
Sub Total	$26,441.93
State And Local Taxes	EXEMPT
Total Due	$26,441.93

NOTE: The attachments, schedules and exhibits, including, without limitation, the "Terms and Conditions" attached hereto or appearing on the back hereof (collectively "Exhibits") are incorporated herein by this reference as if set forth in the body hereof. In the event of a conflict between the terms of the Exhibits and the body of this contract, the terms of the Exhibits shall control. This contract constitutes the entire agreement between the Customer and Fisher's Document Systems. Any prior representations, promises or agreements, whether written or oral, not specifically set forth herein are void.

Authorized Signature (debtor) X Gary Moon Gary Moon Head of Schools 05/28/2026

TERMS AND CONDITIONS

1. **AGREEMENT**: Fisher's Document Systems, Inc. ("Seller") agrees to sell to the customer identified on the Fisher's Order Form attached hereto or appearing on the reverse side hereof ("Customer") and Customer agrees to buy from Seller the equipment described on Fisher's Order Form (the "Equipment") in accordance with the following terms and conditions. Customer agrees to comply with and perform all of the terms and conditions included in this agreement and in any invoices that Seller may deliver to Customer under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). Seller shall not be bound by any terms or conditions proposed by Customer that are in addition to or different from the terms and conditions set forth herein. This Agreement is a binding contract for purchase of the Equipment, and Customer understands, acknowledges and agrees that upon signing this Agreement, Customer's order becomes non-cancellable and that Customer is contractually obligated to purchase the Equipment.

2. **PAYMENT**. Payment for the Equipment is due within ten (10) days of the date of Seller's invoice. Late charges of 1 1/2 % per month (18% per annum) will be added to Customer's balance if payments are not received when due. A minimum late charge of $50 will apply.

3. **SECURITY INTEREST**: Customer hereby grants Seller a security interest in and to the Equipment until Customer has paid in full the entire purchase price and the applicable charges. Customer also hereby appoints Seller as its attorney-in-fact to prepare, sign, file, or record, in Customer's name, all documents necessary to perfect Seller's security interest in the Equipment. During the period that Seller has a security interest in the Equipment, Customer shall (a) insure the Equipment for the full value thereof, (b) maintain the Equipment in good operating condition and repair, and (c) not remove the Equipment or permit the Equipment to be removed from the location where Seller installed it without Seller's prior written consent.

4. **DEFAULT**: If Customer (i) fails to perform any of its obligations under this Agreement or any other agreement with Seller, (ii) becomes insolvent, (iii) files any voluntary or involuntary bankruptcy petition, (iv) makes an assignment for the benefit of creditors, (v) liquidates, or (vi) ceases doing business, Customer shall be in default under this Agreement. In the event of such a default, Seller may (a) enforce this Agreement and recover damages for such default, (b) refuse to perform any of its obligations to Customer under this or any other agreement, and (c) exercise any other remedy available by law or equity, including, without limitation, the right of repossession and any and all other remedies Seller may have under the Idaho Uniform Commercial Code. If Seller refers this Agreement to an attorney for collection or to enforce the performance of Customer's obligations, Customer agrees to pay Seller's reasonable attorney's fees, whether or not suit be brought, and all other associated costs and expenses. Customer agrees that any delay or failure by Seller to enforce its rights under this Agreement shall not prevent Seller from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for Seller to recover from Customer those monies for which Customer is liable.

5. **WARRANTY**: Seller warrants that the Equipment will be free from material defects, as determined by Seller, for a period of thirty (30) days, which commences upon the date that the Equipment is delivered or the date the Equipment is installed and available for Customer's use if Seller is installing the Equipment (the "Warranty"). If Seller determines that the Equipment is materially defective during the duration of this Warranty, Seller will repair the Equipment at its own expense. This is Customer's sole remedy under the Warranty. If Seller replaces used parts with new parts, Seller shall become the owner of the used parts. The Warranty does not cover defects caused by natural disasters, unavailability of parts, environmental conditions, defective repairs performed by non-Seller personnel, the misuse by or the negligent or intentional acts of Customer or its owners, officers, directors, employees or other agents, or third parties, or other circumstances beyond Seller's reasonable control. Consumable items are not covered under the terms of this Warranty. Seller will not make repairs or replace parts if it is impractical to do so because of (a) the existence of safety hazards not caused by Seller, or (b) the Equipment is not compatible with or otherwise will not connect to devices not supplied by Seller that are necessary to operate the Equipment. Seller assumes no liability for, nor responsibility under, any manufacturer or other third-party warranties. **THE 30-DAY WARRANTY PROVIDED UNDER THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE RELATED TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. **LIMITATION OF LIABILITY**. CUSTOMER AGREES THAT THE EQUIPMENT IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY CUSTOMER AND THAT CUSTOMER IS SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR CUSTOMER'S PURPOSE. CUSTOMER HEREBY WAIVES ANY CLAIM CUSTOMER MAY HAVE AGAINST SELLER FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND WHATSOEVER CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, THE USE OR MAINTENANCE THEREOF, OR ANY SERVICING OR ADJUSTMENT THERETO, NOT EXPRESSLY COVERED BY THE WARRANTY. CUSTOMER FURTHER AGREES THAT SELLER WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE OF THE EQUIPMENT, LOST OR CORRUPTED DATA, THEFT OF DATA, LOST PROFITS, OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY. SELLER'S LIABILITY UNDER THIS AGREEMENT, INCLUDING SELLER'S LIABILITY FOR FAILURE AFTER REPEATED EFFORTS TO REPAIR OR REPLACE THE EQUIPMENT IN ACCORDANCE WITH THE WARRANTY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT.

7. RISK OF LOSS. Risk of loss or damage to the Equipment shall pass to Customer upon delivery of the Equipment to an independent carrier for shipment to Customer, or upon receipt of the Equipment at Customer's location if not delivered by an independent carrier (regardless of whether the purchase price has been paid in full). Unless otherwise advised by Customer, Seller will insure to the full value the Equipment shipped or declare full value thereof to the carrier at the time of delivery to the carrier. Confiscation or destruction of, or damage to, the Equipment shall not in any way affect the liability of Customer to pay the purchase price in full. Customer shall inspect the Equipment immediately upon delivery, and shall notify Seller immediately in writing of all defects in the Equipment, including but not limited to defective materials, defective workmanship or that the Equipment is not in good working order. Customer shall immediately file claims with the carrier when there is evidence of shipping damage. Customer's failure to so notify Seller or file claims with the carrier shall be conclusive evidence that no such defects or damages existed upon delivery. Customer acknowledges and agrees that Seller shall not be liable for any loss or expense, including, without limitation, lost profits, incurred by Customer if Seller fails to meet the specified delivery schedule due to circumstances beyond the Seller's reasonable control, including, without limitation, manufacturer shipping or production delays.

8. **ACCEPTANCE**: Customer shall be responsible for timely site preparation and a suitable installation environment for the Equipment. If installation services have not been specified, the Equipment shall be deemed accepted by Customer upon delivery unless Customer sends Seller a written notice of defect or nonconformity within five (5) business days after delivery of the Equipment. If Seller's installation services have been specified, the Equipment shall be deemed accepted by Customer when the Equipment has been installed and made ready for use at the Customer's site in accordance with the manufacturer's installation and operational specifications; and the Seller has tested to insure that all included hardware and software substantially meet the manufacturer's specifications or those contained in this Agreement.

9. **RETURNS**: No goods may be returned without Seller's prior written consent. In all events, Seller shall not consider any goods for return except unused consumable goods for which Customer has provided a written request within sixty (60) days of the invoice date. For returns approved by Seller, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the invoice price. Provided, however, all nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit amount due Customer. Provided, further, for any goods returned without Seller's prior consent, Seller retains the right, in Seller's sole discretion, not to accept the same and upon Seller's rejection, Customer shall remain solely responsible for the relevant goods.

10. **NOTICES:** Any notices given under this Agreement must be in writing and shall be deemed given and received three (3) days after the date of mailing, one (1) day after dispatch by overnight courier service, upon receipt if by hand delivery, or the day facsimile delivery is verified via telephone. Actual notice however and from whoever received shall always be effective. Any notices pursuant to this Agreement shall be sent to the relevant party at the address shown on the first page of this Agreement. Each party may change its address for receipt of notices by giving the other party notice of the new address pursuant to this Section.

11. **MISCELLANEOUS**: This Agreement shall be effective when signed by all parties. It may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile signatures shall be treated as original signatures. Except as specifically provided in this Agreement, no amendment or waiver of any provision of this Agreement shall be effective unless set forth in a writing signed by all parties. Any provision of this Agreement that is held to be inoperative, unenforceable, voidable, or invalid in any jurisdiction shall, as to that jurisdiction, be ineffective, unenforceable, void, or invalid without affecting the remaining provisions in that or any other jurisdiction and to this end the provisions of this Agreement are declared to be severable. Customer shall not assign any of its rights or obligations under this Agreement without the prior written permission of Seller. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Customer represents that it is purchasing the Equipment for business purposes only and not for individual, family or household purposes. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho. The exclusive venue for any legal proceeding arising out of or related to this Agreement shall be the state or federal courts located in Boise, Idaho.

Service Agreement

FISHER'S TECHNOLOGY
575 E 42nd Street
Boise, Idaho 83714

www.fisherstech.com

Main (208) 375-4410
Service (208) 947-3600
Supplies (208) 947-3625

Customer Information

Billing Location

Business Name: Xavier Charter Schools, Inc
Address: 1218 North College Rd West
City, State, Zip: Twin Falls, ID, 83301
Contact: Gary Moon
Phone Number: (208) 734-3947
Fax Number:
Email: gmoon@xaviercharter.org
Customer #:

Equipment Location ☐ Same as Billing

Business Name: Xavier Charter Schools, Inc
Address: 1218 North College Rd West
City, State, Zip: Twin Falls, ID, 83301
Contact: Gary Moon
Phone Number: (208) 734-3947
Fax Number:
Email: gmoon@xaviercharter.org
Customer #:

Terms

☑ Single Invoice Billing   Contract Number

Effective Date: On Delivery   Term: 12 Months   Zone:

Base Billing Period

☑ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

	Base Billing	Images Included	Overage Rate
B/W			
Color			
HP B/W			
HP Color			
Other Printer			

Overage Billing Period

Total Base Billing $ 0.00   ☑ Monthly ☐ Quarterly

Service Level

☑ Basic	Includes parts, labor, toner, consumables. *Excludes network support, paper, staples, and machine moves.*
☐ Net/Con+	Includes NetSource support, parts, labor, toner, consumables. *Excludes paper, staples, and machine moves.* Annual service level fee of $________ , to be prorated and billed in conjunction with base billing cycle.
☐	

Equipment

Make	Model	Serial Number	Equip#	B/W Start Meter	Color Start Meter
See Addendum					

Notes

Please remove FEQ12443 and FEQ17887 from the MA.
Add (2) new Konica 850i's.
The rates on the Konica 850i's will remain locked for 5 years.

Acceptance

This agreement, the terms and conditions on reverse side, and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

Gary Moon   05/28/2026
Customer Signature   Date

Gary Moon
Printed Name

Fisher's Authorized Signature   Date

Updated 03.13.10

MAINTENANCE AGREEMENTS

Service Agreement Terms and Conditions

This Agreement (Contract) is between Fisher's Document Systems (FDS) and FDS's servicing client (Client). This Contract shall remain in effect for the lesser of the service agreement contract term or the term of any associated lease agreement. For service and supplies agreements, the Client will be billed on a monthly, quarterly, annual or semi-annual basis for the contracted minimum payment (payable in advance of each period) plus overages for the previous period. Other service charges will be billed on an as-needed basis.

FDS will provide service calls and routine maintenance during its normal business hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays, or Fisher's holidays. Special rates are available for service beyond normal business hours.

This Contract will automatically renew on an annual basis unless a written notice of cancellation is received by either party thirty days prior to the expiration date. FDS reserves the right to escalate service pricing on an annual basis for the base and overage meter charges. FDS reserves the right to withhold service and supplies or to cancel this agreement if the account is over thirty days past due. In the event of cancellation due to non-payment, FDS will bill the account for any service or supplies provided up to and including the date of cancellation plus early termination fees. Early termination may occur unless service is bundled with a lease or equipment rental and will be calculated based on the annual renewal date. The fees are as follows: 1 to 4 months into current contract period yields 4 times monthly contract amount; 5 to 8 months into current contract period yields 3 times monthly contract amount; 9 to 12 months into current contract period yields 2 times monthly contract amount. Any excess parts or supplies provided by FDS under the terms of the Contract will remain the property of FDS and must be returned at the expiration or termination of this Contract. This Contract may not be transferred to another individual and/or business without prior written authorization from FDS. All invoices are net 15. Interest will be calculated at the rate of 18% per annum on invoices unpaid after 30 days. Minimum charge of $5.00 will apply. Client agrees to pay any and all costs, including attorney fees, that may be incurred to collect past due amounts.

Service and Supplies Agreement. The services covered under a service and supplies agreement include parts, labor, emergency calls (during normal business hours), product maintenance required to keep the equipment operating properly, initial networking of network-connected devices, and training of the Client's key operators. The services covered under this agreement do not include: Paper, staples, exterior hardware (doors, covers, operation panels, paper cassettes, lost manuals), in-shop rebuilds on equipment over five years old or that have surpassed the manufacturer's recommended useful life, labor to clean toner spills, additional counting or monitoring devices (i.e.: Equitrac, eCopy, or Hecon), equipment relocation, or any service required due to accident, abuse, misuse, theft, neglect or damage caused by moving companies, fire, flood or any other force of nature. Toner yield is based on 6% page coverage per meter click for black and white and 20% coverage for color images. FDS may bill for additional toner if toner consumption exceeds these yields. Networked devices, driver upgrades/reinstalls, printing and scanning issues are not covered under this Contract for ongoing services unless the STANDARD or PREMIUM service level agreement is purchased. Client locations that are twenty-five miles beyond the closest FDS location will be subject to an additional trip charge if not specifically included in base contract fee and may be subject to the cost of freight for toner and parts. FDS retains the option to include a fuel surcharge for any contract or services provided and/or a supplies delivery charge. Minimum billings for the machine meter count (print, copy, scan) and any excess meter charges will be invoiced to the Client and due upon receipt. The meter will advance once for each 8½ x 11 (letter) page and twice for each 11 x 17 (ledger) page. When in duplex mode, the meter will advance twice for each letter page and four times for each ledger page. The minimum and excess charges include all emergency service, routine maintenance and required parts and/or supplies as dictated by selected service level agreement.

NetSource Support Agreement. Standard and Premium packages cover post-installation network engineering services such as: Software drivers, driver updates, network cables, and hub/switches (if provided by FDS). Also included is telephone support and support for printing or scanning issues directly related to the contracted equipment. These agreements are sold at a flat rate annual price as listed on front side of this Contract. Products and services not included in Standard and Premium plans are: Service required after end-user installation of software, software updates, changes to the operating systems or additional workstations, servers, any change to the network environment, or network support for hardware and software not provided by FDS. FDS will provide technical assistance at an hourly service rate for any labor required to repair or service items not covered by these agreements plus the cost of required parts.

Software Support Agreement. Support for software applications and equipment add-ons is available for the rates and terms listed on the front side of this Contract. Specific terms and conditions of any software support agreements will be detailed in an attached document.

Client Responsibility. It is the Client's responsibility to provide an electrical power source that meets the manufacturer's specifications without the need of adaptors or extension cords. Surge protectors/power filters will be required on all contracts. Equipment sold by FDS will include a surge protector which will remain the property of FDS. The Client will also be responsible for performing normal operator care and cleaning as outlined in the user manual. This includes but is not limited to: Color calibration, cleaning of slit and contact glass, removal of paper jams, installation of toner, image units, waste tanks and staples, and disposal of waste hole punch, trimmed staples, and toner waste tanks. The Client is solely responsible for normal operator functions such as system backups, virus scans, and network security. If certain repair items become unavailable from the manufacturer, this Contract can be terminated by either party or remain in effect and continue to provide the services described above except to exclude those parts that are no longer available.

Meter Collection Obligations. The Client agrees to provide FDS with accurate and timely meter readings at the end of the billing period. Several options for meter read collection are available including automated remote meter collection (which may carry an additional software cost), email, website, fax, or telephone meter collection. In the case of automated remote meter collection, the Client agrees to accept the accuracy of such readings at the time of billing and reserves the right to audit those readings at any time.

No Liability for Consequential Damages. FDS will, at the request of the Client, install network copiers/printers and other related products, on the Client's designated network, servers or workstations. In no event shall FDS be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the installation process of these software and hardware products.

FISHER'S TECHNOLOGY

Addendum A

Model	Equipment Number	Serial Number	Monthly Volume Allotment B/W	Monthly Volume Allotment Color	Excess Cost per Copy B/W	Excess Cost per Copy Color	Physical Location	B/W Start Meter	Color Start Meter	Service Only
BH850	New	New	0	0	0.0045	N/A	1218 N College Rd W, Twin Falls, ID			x
BH850	New	New					1218 N College Rd W, Twin Falls, ID			x
Canon C5870i	FEQ34304	2XD02788	0	0	0.0075	0.0587	1218 N College Rd W, Twin Falls, ID			x
Canon C5870i	FEQ35463	2XD02496					1218 N College Rd W, Twin Falls, ID			x
BH650i	FEQ39976	AC74017701719	0	0	0.009	N/A	1218 N College Rd W, Twin Falls, ID			x
LBP312DN	FEQ20467	NGQA006311	0	0	0.0272	N/A	1218 N College Rd W, Twin Falls, ID			x
HPCM451	FEQ08577	CNB0500064	0	0	0.0272	0.2368	1218 N College Rd W, Twin Falls, ID			x

Xavier Charter School, Inc.
Legal Name

Gary Moon
Customer Signature

05/28/2026
Date

Signature: Gary Moon

Email: gmoon@xaviercharter.org

Title: Head of Schools

Company: Xavier Charter School

04/28/2026

Attn: Xavier Charter School (District)

At Frontline Education, we remain committed to delivering value and growth for your district. We are building for your future and remain focused on:

- Delivering industry-leading solutions and technology for K-12
- Investing in research and innovation to enhance your experience
- 150+ new hires to strengthen the client success organization
- Driving an AI-powered transformation
- Backed by Roper Technologies for sustainable growth

Frontline Education Renewal Quote: Q-259317

Description	Start Date	End Date	Qty	Rate	Amount
Applicant Tracking with Proactive Recruiting, unlimited usage for internal employees	7/01/2026	6/30/2027	1	$6,023.37	$6,023.37
Total					**$6,023.37**

Please confirm receipt of your quote

Any questions?
Please contact Renee Clark at renewals@frontlineed.com or check out our new Renewal FAQ Resource Center.

Because learning changes everything.

QUOTE PREPARED FOR:

Xavier Charter School
1218 N COLLEGE RD W
TWIN FALLS, ID 83301-5651
ACCOUNT NUMBER: 2666918

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

SALES REP INFORMATION:

Drew Scott
drew.scott@mheducation.com

Section Summary		Value of All Materials	Free Materials	Product Subtotal
Connecting Math Concepts		$1,647.36	$0.00	$1,647.36
	PRODUCT TOTAL*	$1,647.36	$0.00	$1,647.36
	ESTIMATED S&H**			$60.60
	ESTIMATED TAX**			$0.00
	GRAND TOTAL*			$1,707.96

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

Because learning changes everything.

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Connecting Math Concepts					
CONNECTING MATH CONCEPTS TEXTBOOK LEVEL F	978-0-02-103645-5	15	$65.10	$0.00	$976.50
CONNECTING MATH CONCEPTS WORKBOOK LEVEL F	978-0-02-103638-7	6	$17.43	$0.00	$104.58
CONNECTING MATH CONCEPTS TEACHER MATERIALS PACKAGE 3 YEAR SUBSC BUNDLE LEVEL F	978-1-26-433345-5	1	$496.68	$0.00	$496.68
CONNECTING MATH CONCEPTS ABC - CONNECTED 3 YEAR SUBSCRIPTION	978-0-02-127607-3	1	$69.60	$0.00	$69.60
			Connecting Math Concepts Subtotal:	**$0.00**	**$1,647.36**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

McGraw Hill

Because learning changes everything.

QUOTE PREPARED FOR:

Xavier Charter School
1218 N COLLEGE RD W
TWIN FALLS, ID 83301-5651
ACCOUNT NUMBER: 2666918

CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

VALUE OF ALL MATERIALS	$1,647.36
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$1,647.36**
ESTIMATED SHIPPING & HANDLING**	$60.60
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$1,707.96**

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: D-5057

Hillary A. Harm

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

McGraw Hill

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QUOTE PREPARED FOR:

Xavier Charter School
1218 N COLLEGE RD W
TWIN FALLS, ID 83301-5651
ACCOUNT NUMBER: 2666918

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

SALES REP INFORMATION:

Shannon Howard
shannon.howard@mheducation.com
(480) 698-7054

Section Summary		Value of All Materials	Free Materials	Product Subtotal
Life Science Kit		$2,258.55	$0.00	$2,258.55
	PRODUCT TOTAL*	$2,258.55	$0.00	$2,258.55
	ESTIMATED S&H**			$82.76
	ESTIMATED TAX**			$0.00
	GRAND TOTAL*			$2,341.31

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Life Science Kit					
INSPIRE SCIENCE LIFE G7 COLLABORATION KIT UNIT 1-4 BUNDLE	978-0-07-687220-6	1	$2,258.55	$0.00	$2,258.55
			Life Science Kit Subtotal:	**$0.00**	**$2,258.55**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/27/2026
QUOTE NUMBER: SHOWA-05272026121957-001

ACCOUNT NAME: Xavier Charter School
ACCOUNT #: 2666918

EXPIRATION DATE:08/25/2026

McGraw Hill

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QUOTE PREPARED FOR:

Xavier Charter School
1218 N COLLEGE RD W
TWIN FALLS, ID 83301-5651
ACCOUNT NUMBER: 2666918

CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

VALUE OF ALL MATERIALS	$2,258.55
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$2,258.55**
ESTIMATED SHIPPING & HANDLING**	$82.76
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$2,341.31**

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

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Provisions required by Subscriber State law

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School Purchase Order Number: D-5191

Hillary A Harm
Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

Because learning changes everything.

QUOTE PREPARED FOR:

Xavier Charter School
1218 N COLLEGE RD W
TWIN FALLS, ID 83301-5651
ACCOUNT NUMBER: 2666918

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

SALES REP INFORMATION:

Marye Kellermann
marye.kellermann@mheducation.com

Section Summary		Value of All Materials	Free Materials	Product Subtotal
Connecting Math Concepts		$69.60	$0.00	$69.60
	PRODUCT TOTAL*	$69.60	$0.00	$69.60
	ESTIMATED S&H**			$0.00
	ESTIMATED TAX**			$0.00
	GRAND TOTAL*			**$69.60**

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Connecting Math Concepts					
CONNECTING MATH CONCEPTS ABC - CONNECTED 3 YEAR SUBSCRIPTION	978-0-02-127607-3	1	$69.60	$0.00	$69.60
			Connecting Math Concepts Subtotal:	**$0.00**	**$69.60**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 05/20/2026 ACCOUNT NAME: Xavier Charter School EXPIRATION DATE:08/18/2026

QUOTE NUMBER: DSCOT-05202026122553-001 ACCOUNT #: 2666918 PAGE #: 2

Because learning changes everything.®

QUOTE PREPARED FOR:

Xavier Charter School
1218 N COLLEGE RD W
TWIN FALLS, ID 83301-5651
ACCOUNT NUMBER: 2666918

CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

VALUE OF ALL MATERIALS	$69.60
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$69.60**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$69.60**

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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School Purchase Order Number: D-5181

Hillary A. Harm

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

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, 2026, and remain in effect until Sept 3, 2027.

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

X 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 _Xavier Charter school.

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)	**$14.00 per billable unit (15 minutes)**
Paraprofessional (BI-Para)	**$7.50 per billing unit (15 minutes)**
Behavioral Intervention (BI specialist)	**$12.30 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 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 damage 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 7-1-26

Xavier Charter School Representative

Signed Dated 5/27/26

Progressive Behavior Systems Representative

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-206664-2

Prepared By:	Venu Kumar	Customer Contact:	Heidi Sorensen
Customer Name:	Xavier Charter School	Title:	Director of Special Education
		Address:	1218 N College Rd W
Contract Term:	12 Months	City:	Twin Falls
Billing Frequency:	Annually		
Start Date:	April 25, 2026	State/Province:	Idaho
End Date:	April 24, 2027	Zip Code:	83301
Payment Terms:	Net 30	Phone #	(208) 734-3947
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : April 25, 2026 to April 24, 2027

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: April 25, 2026 to April 24, 2027	USD 5,013.06	USD 5,013.06
Total Contract : April 25, 2026 to April 24, 2027	USD 5,013.06	USD 5,013.06

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Powerschool Special Programs SECM SaaS	679.00	Students	USD 2,506.53
PowerSchool Special Programs 504 - Add-On Module Saas	679.00	Students	USD 2,506.53
Subscription Period 1 License and Subscription Fees TOTAL:			USD 5,013.06

Total License and Subscription Fees : **USD 5,013.06**

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/, as may be amended by the parties from time to time.

Notwithstanding anything to the contrary anywhere else, after the contract term of this quote, this Agreement, including this quote, can only be renewed upon mutual written agreement by the parties.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 20-FEB-2026

Xavier Charter School

Signature:

Printed Name:

Title:

Date:

PO Number: ___________________________

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-98801-1

Prepared By:	Venu Kumar	Customer Contact:	Gary Moon
Customer Name:	Xavier Charter School	Title:	Head of Schools
		Address:	1218 N College Rd W
Contract Term:	12 Months	City:	Twin Falls
Billing Frequency:	Annually		
Start Date:	March 3, 2026	State/Province:	Idaho
End Date:	March 2, 2027	Zip Code:	83301
Payment Terms:	Net 30	Phone #	(208) 734-3947
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : March 3, 2026 to March 2, 2027

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: March 3, 2026 to March 2, 2027	USD 5,691.97	USD 5,691.97
Total Contract : March 3, 2026 to March 2, 2027	USD 5,691.97	USD 5,691.97

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Disc (%or$)	Price
PowerSchool SIS Maintenance and Support	744.00	Students		USD 5,691.97

Subscription Period 1 License and Subscription Fees TOTAL: USD 5,691.97

Total License and Subscription Fees : **USD 5,691.97**

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at
www.powerschool.com/MSA_2024/.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 16-OCT-2025

Xavier Charter School

DocuSigned by:

Signature:

Gary Moon

1760DEB05BA54A2...

Printed Name:
Gary Moon

Title:
Head of Schools

Date:
08-Dec-2025

PO Number: ___________________________

QUEST CPAs PLLC
www.qcpas.com

AUDIT ENGAGEMENT LETTER – SUMMARY TERMS

March 8, 2026

Governing Board and Management

Xavier Charter School
1218 N College Rd W
Twin Falls, ID 83301

Services – We are pleased to confirm our understanding of the audit and related services we are to provide Xavier Charter School (the School) for the years ended June 30, 2026, 2027, and 2028 as detailed on the following pages.

Timing – Audit scheduling/planning is done in May-June, audit yearend work is performed in July-September (at a mutually agreeable time), and the audit report is completed shortly thereafter (normally within two weeks of the yearend audit date).

Prices – We agree that our prices for these services plus any out-of-pocket costs will not exceed:

Service	Description	FY26	FY27	FY28
Financial Audit	*Financial audit required by Idaho Code.*	$9,700	$10,200	$10,700
Form 990 Prep	*Form 990 is required by IRS for tax-exempt status.*	$1,200	$1,300	$1,400
Add'l Services	*Additional services <u>only</u> if needed - see Appendix A.*			

We appreciate the opportunity to be of service to you 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 below and return a scanned/emailed copy.

Very truly yours,

Quest CPAs PLLC

Response – This letter, including the attached detailed terms, correctly sets forth the understanding of the School.

Management signature/title: Gary Moon Date: 5-5-26

Governance signature/title*: Melissa Crane Date: 5.5.26

**If the governing body delegates this authorization to management, the governance signature is not required.*

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (hereinafter referred to as "Agreement") is entered into by and between Children's Therapy Place, Inc., an Idaho Corporation, (hereinafter referred to as "Provider") and Xavier Charter School.

RECITALS

WHEREAS, Provider provides behavioral intervention services.

WHEREAS, Xavier Charter School desires to contract for behavior intervention services by retaining Provider as an independent contractor.

NOW THEREFORE, in exchange for the provision of such behavior intervention services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and Xavier Charter School hereby covenant and agree as follows:

1. Provider agrees:

    1.1. To provide Xavier Charter School with behavior intervention services through the utilization of qualified therapists.

    1.2. To provide a monthly statement for Behavioral Intervention services according to provider classification as follows:
        - Intervention Technician – $47.00 per hour
        - Intervention Specialist – $55.00 per hour
        - Intervention Professional – $82.00 per hour

    1.3. To maintain the necessary records as required by Xavier Charter School.

    1.4. To provide administrative services necessary for the completion of required reports and records.

    1.5. To participate in meetings and "staffings" as necessary.

    1.6. To provide required background checks in accordance with Xavier Charter School requirements before working with Xavier Charter School students.

    1.7. To provide proof of liability, malpractice and worker's compensation insurance.

    1.8. The Provider, its agents, representatives and employees also agree to comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). This requires the Provider to keep strictly confidential and hold in trust all confidential information of

Xavier Charter School and its students and not disclose or reveal any confidential information to any third party unless a FERPA exception applies. All reports, files, and records relating to the business of Xavier Charter School, whether prepared by the Provider or otherwise coming into his possession, shall remain the exclusive property of Xavier Charter School. Forms, documents, or other inventions created by the Provider prior to or while under contract with Xavier Charter School outside of reports completed for business of Xavier Charter School are the property of the Provider.

2. Xavier Charter School agrees:

   2.1. That the service rates as set forth above are reasonable and Xavier Charter School agrees to the payment of such rates for services provided. Further, Xavier Charter School agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments at the rate of one percent (1%) per month for each statement past due. A service fee of 4% will be added to all credit card payments. Compensation shall not be contingent upon Xavier Charter School's receipt of local, state, federal, or other third-party funding. Xavier Charter School's payment obligations hereunder shall remain in full force and effect regardless of any delay, reduction, or elimination of such funding.

   2.2. To provide adequate space in which therapy can be delivered in accordance with program philosophy.

   2.3. To make records of clients available to professional therapy staff members as necessary to provide services.

   2.4. To provide materials (e.g., diagnostic, therapy, etc.) necessary for service provision, or reimburse Provider for providing own materials necessary for service provision specifically evaluations and screening materials. Provider will supply statement for reimbursement of materials.

   2.5. To not, directly or indirectly, solicit, recruit, hire, engage, or otherwise contract with any therapist or other personnel (collectively, "Personnel") who has been introduced to Xavier Charter School or provided to Xavier Charter School by Children's Therapy Place, Inc. in connection with the services rendered under this Agreement, without the prior written consent of Children's Therapy Place, Inc. during the term of this Agreement and for a period of two (2) years following its termination or expiration for any reason.

3. Other terms.

   3.1. The term of this Agreement shall commence as early as **August 1, 2026** and cease on **July 31, 2027**, unless otherwise renewed. Further, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

   3.2. Provider and Xavier Charter School agree to retain all required records for provision of services contemplated herein for a period of three (3) years, which time-period shall commence upon final payment for service or resolution of a pending matter, whichever shall occur later.

   3.3. In the event Xavier Charter School breaches the provision set forth herein at Section 2.5 by directly or indirectly engaging any such Personnel as an employee, contractor, or otherwise, Xavier Charter School shall pay to Children's Therapy Place, Inc., as liquidated damages and not as a penalty, a one-time conversion fee equal to the Personnel's projected annual compensation, or one hundred thousand dollars ($100,000.00), whichever is greater. This fee shall be due and payable within thirty (30) days of the date such engagement commences.

3.4. The parties acknowledge that the remedy at law for any breach by Xavier Charter School or the provision set forth herein at Section 2.5 will be inadequate, and Provider shall be entitled to injunctive relief for the enforcement of this Agreement in addition to receiving such other compensation for damages as a court of competent jurisdiction may award. The provisions of this section shall survive any termination of this Agreement for the periods provided for in this Agreement.

3.5. If any portion of this Agreement shall be declared to be invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed modified to the extent necessary to comply with applicable law, and such modification shall, to the extent possible, comply with the intent of the parties as expressed in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. This Agreement can only be modified or amended by the written agreement of the parties, and this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.

3.6. Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own costs. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this Agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

3.7. This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.

3.8. The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 1st day of July, 2026.

Xavier Charter School

By: Gary Moon
(Print name): Gary Moon
Its: Head of Schools

CHILDREN'S THERAPY PLACE, INC.

By:
David Kukla
Vice President of Operations

CLEARSOURCE
THERAPY AND CLINICAL RESOURCE CENTER

STANDARD CONTRACT FOR SPEECH-LANGUAGE THERAPY SERVICE

Clear Source Therapy and Clinical Resource Center

392 Falls Ave.

Twin Falls, ID. 83301

WORKER'S COMP POLICY **#660688** EXPIRATION: **12/8/2025**

PROFESSIONAL LIABILITY POLICY # **93-AJ-0437-9** EXPIRATION: **12/8/25**

This contract is entered into by Clear Source Therapy and the Xavier Charter School hereinafter referred to as the school starting August 31,2026 and ending by June 4, 2027

Clear Source Therapy Agrees to:

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

XAVIER CHARTER SCHOOL AGREES TO:

1. Provide an appropriate space conducive to therapy services.
2. Provide materials to perform the job duties.
3. The special education coordinator that the therapist reports to and takes direction from is Pamela Houston-Powell.
4. Provide compensation at the rate of $78.00 per hour from clinic to

return.

5. Provide compensation for SPLA at the rate of $21 per hour.
6. Provide compensation for round-trip mileage from Clear Source Therapy office to Xavier Charter School at $.73 per mile or the current rate established by the federal government.
7. Provide payment within 15 days of the receipt of the invoice from Clear Source Therapy.

GENERAL TERMS AND CONDITIONS:

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

INVOICING AND PAYMENT

1. Contractor should submit an invoice monthly after completing the last day of service for the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days. Xavier will process payments of any amounts not in dispute.
2. Email invoice(s) to businessoffice@xaviercharter.org
3. Xavier Charter School pays for services rendered once a month. Payment for services will be made by the 10th of the following month. For example, a contractor completes the last day of service on July 31 and submits an invoice the same day. Payment will be made by August 10th. If the 10th falls on a weekend day, or on a day the school is closed then the due date for payment(s) will be the last school day immediately preceding the 10th. Payment by Xavier and its obligations under this Agreement is conditioned upon and subject to the continued availability of state funds. If Xavier Charter School receives the invoice after the last day of the month, payment will be made on the next payable run completed by Xavier Charter School.

BACKGROUND CHECK REQUIREMENT

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

Date
5-28-2026

Zeke Kelsey M.S.,CCC-SLP

Date 7-1-26

Xavier Authorized Representative

PRIMARY THERAPY SOURCE

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: **Teresa Prine, MSPT; Jackie Dux, DPT; Trish Howard, DPT; Amanda Jackson, PTA; Leslie Lorenzo, DPT; Madeline Elkin, PTA; Leanne Requa, PTA, Leslie Lorenzo, PT, Sheree Kollmeyer, PTA**

Occupational Therapists: **Mandy Lee, OTR/L; Terry Darrington, OTR/L; Trevor Warner, OTR/L; Jessica Martin, COTA; Kristen Magalogo, OTR/L, Mandy Gaskill, COTA**

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

THIS AGREEMENT, entered into this date, May 15, 2026 by and between Primary Therapy Source, LLC, hereinafter the "Service Provider" and XAVIER CHARTER SCHOOL.

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

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

1. **Term:** This Agreement shall commence on May 15, 2026 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (60) days written notice to the other. If there are questions regarding continuation of this contract, Primary Therapy Source will have the opportunity to meet with the School Board prior to a change in the contract.

2. **Service Provider Responsibilities:** Provide occupational and physical therapy services for students in the Xavier Charter School as a result of referrals from the school, which occur during school hours. The Service Provider shall conduct Physical Therapy and Occupational Therapy evaluations and provide written reports and recommendations, provide therapy interventions, provide periodic progress reports, attend and participate in meetings as requested and consultation sessions according to individual student needs.

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

4. **Payment for Services:** The Service Provider will be compensated for the services provided at the rate of $72.00 per hour for PT and $88.00 per hour for OT students. Services for screens requested by staff, staff education, and routine consultation with staff will be billed $72.00 per hour. A monthly billing will be submitted to Xavier Charter School stating the dates of service and students served. Contractor shall submit invoice(s) monthly on the last business day of the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days from the date of receipt of the invoice. Xavier will process payment of any amounts not in dispute. Send invoice(s) to: Xavier Charter School, 1218 N College Road W., Twin Falls, ID 83301. Attention: Accounts Payable.

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

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

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

8. **Lost Wages:** Xavier Charter School will be responsible for communication with the Service Provider on days in which school is closed due to unforeseen circumstances. In the event that the Service Provider is not notified prior to arrival on campus, Xavier Charter School will agree to pay the set amount of ½ the hourly billing rate of $36/hour for hours that therapist would have been at school.

For the School:

Signature

Head of School

Title or Position

HOS is designee

~~**Board Representative**~~ **Date**

Service Provider:

3/31/26

Primary Therapy Source, LLC
Signature of managing partner

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.....$3.00 each full price elementary student $.40 each reduced priced student
- $3.25 each full price middle school student, $.40 each reduced price student
- $3.50 each full price high school student, $.40 each reduced price student
- $5.50 each adult price meal (including Tax)
- $3.30 each adult price breakfast (including Tax)
- Breakfast....$1.65 each full price elementary student, $.30 each reduced price student
- $1.90 each full price middle student, $.30 each reduced price student
- $1.90 each full price high school student, $.30 each reduced student
- Ala Carte milk..... $0.75

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 onsite 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. Also, Xavier agrees to pay the amount of $20,000 as the agreed upon amount for the 2026-2027 school year for Child Nutrition services.

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 $1.25 full priced snack and $.15 reduced price snack per student, and Adult Snack of $1.25.

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 2026-2027 school year, from August, 2026 to June, 2027. 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	Xavier Charter School
Child Nutrition Director	Head of Schools
Title	Title
6/17/2026	7-1-26
Date	Date