

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

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

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

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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**

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Prepared For: Xavier Charter School

Expires On: 11/30/2026

District Technology Contact

Nextsize":

Jeremy Bennett

Email:

jbennett@xaviercharter.org

Phone:

2087343947

District Data Contact

Nextsize":

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

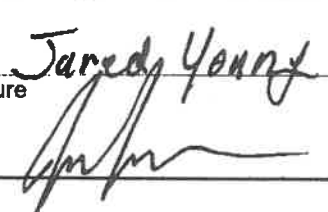
This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each party shall constitute one original.

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		Title
Jared Young		CEO
Signature		Date
		6-25-25

Print Name of Xavier Charter School's Representative		Title
Gary Mann		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 \$122,855⁰⁰
GMO*

Table of Contents

Purpose, Facilities Information and more	1
Bid Sheet and Scope of Service for Summer (July/Aug)	2-3
Bid Sheet and Scope of Service for Daytime	4-5
Bid Sheet and Scope of Service for Nighttime Service	6-7
Bid Sheet and Scope of Service for Summer (June)	8-9
Bid Sheet and Scope of Service for After an Event	10-11
Bid Sheet and Scope of Service for Christmas Break	12-13
References	14
Exhibit A: Items to complete for submission with bid sheets	15
Exhibit B: Janitorial Services Agreement	16
Janitorial Services Agreement.....	17-20
School Calendar.....	21
Janitorial Service Addendum (COVID)	22-26
Janitorial Services Agreement (If awarded contract).....	27

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: *13401 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: *[Signature]*

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: \$ 7390.00

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	

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 1 st -June 30 th 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: \$ 7390.00

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: \$ 42,900.00

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 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.

Bid Sheet for Waxing Floors during Christmas Break

Waxing Floors over Christmas Break Bid Price: \$ 2915.00

See Scope of Service for Christmas Break next page.

(2915⁰⁰)

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.



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: 12/1/2026

PROFESSIONAL LIABILITY POLICY # 93-AJ-0437-9 EXPIRATION: 12/1/2026

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 for Speech-Language Therapy Services at the rate of \$78.00 per hour from clinic to return.
5. Provide compensation for Speech-Language Therapy Assistant at the rate of \$44 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

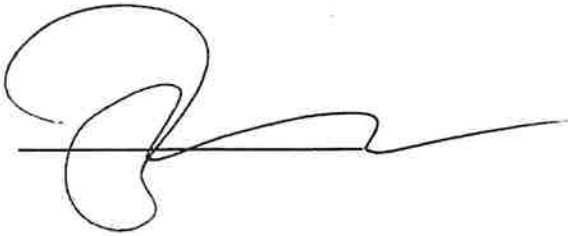
1. Contractor should submit an invoice monthly after completing the last day of service for the month and not before. If Xavier disputes any invoiced amount, it shall notify the Contractor within five (5) business days. Xavier will process payments of any amounts not in dispute.
2. Email invoice(s) to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

September 1, 2026

A handwritten signature in black ink, appearing to be 'Zeke Kelsey', written over a horizontal line.

Zeke Kelsey M.S.,CCC-SLP

Date:

A handwritten signature in blue ink, appearing to be 'Gang Ma', written over a horizontal line.

Xavier Authorized Representative

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

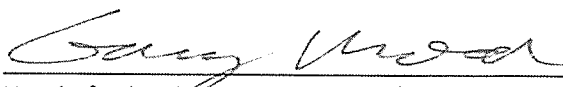
EdWise LLC shall provide either a monthly or quarterly invoice (school's preference) to Xavier Charter School #462 from July 2026 to June 2027. Xavier Charter School shall execute payment within 14 calendar days from the receipt of the invoice unless other arrangements are made that are agreeable to 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

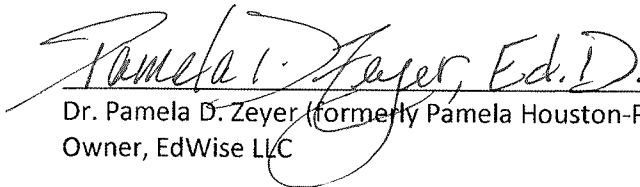
This contract shall be subjected to review or modification by either party and may be terminated at any time by either party, subject to a 30-day written notice. Both parties have the right to discuss this option prior to submission of written notice.



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

7-1-26

Date



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

7/1/26

Date

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.

Customer Information				Terms																																																															
Billing Location Business Name <u>Xavier Charter Schools, Inc</u> Address <u>1218 North College Rd West</u> City, State, Zip <u>Twin Falls, ID, 83301</u> Contact <u>Gary Moon</u> Phone Number <u>(208) 734-3947</u> Fax Number _____ Email <u>gmoon@xaviercharter.org</u> Customer # _____				☒ Single Invoice Billing Contract Number _____ Effective Date <u>On Delivery</u> Term <u>12</u> Months Zone _____ Base Billing Period ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th></th> <th>Base Billing</th> <th>Images Included</th> <th>Overage Rate</th> </tr> </thead> <tbody> <tr> <td>B/W</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Color</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HP B/W</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HP Color</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other Printer</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Overage Billing Period Total Base Billing \$ <u>0.00</u> ☒ Monthly ☐ Quarterly					Base Billing	Images Included	Overage Rate	B/W				Color				HP B/W				HP Color				Other Printer																																							
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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.				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. <u>Gary Moon</u> Customer Signature Gary Moon Printed Name _____ Fisher's Authorized Signature <u>05/28/2026</u> Date _____ Date																																																															

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.



Addendum A

Model	Equipment Number	Serial Number	Monthly Volume Allotment		Excess Cost per Copy		Physical Location	B/W Start Meter	Color Start Meter	Service Only
			B/W	Color	B/W	Color				
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

Signature: *Gary Moon*

Email: gmoon@xaviercharter.org

Title: Head of Schools

Company: Xavier Charter School

05/28/2026

Date

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

QUOTE DATE: 04/30/2026

ACCOUNT NAME: Xavier Charter School

EXPIRATION DATE: 08/28/2026

QUOTE NUMBER: DSCOT-04302026040728-001

ACCOUNT #: 2666918

PAGE #: 1



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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

QUOTE DATE: 04/30/2026

ACCOUNT NAME: Xavier Charter School

EXPIRATION DATE: 08/28/2026

QUOTE NUMBER: DSCOT-04302026040728-001

ACCOUNT #: 2666918

PAGE #: 2



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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	\$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

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

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.

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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:

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/30/2026

ACCOUNT NAME: Xavier Charter School

EXPIRATION DATE: 08/28/2026

QUOTE NUMBER: DSCOT-04302026040728-001

ACCOUNT #: 2666918

PAGE #: 3



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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

SUBSCRIPTION/DIGITAL 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:

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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
PAGE #: 1



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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 ACCOUNT NAME: Xavier Charter School EXPIRATION DATE:08/25/2026
QUOTE NUMBER: SHOWA-05272026121957-001 ACCOUNT #: 2666918 PAGE #: 2



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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:

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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:

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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
PAGE #: 3



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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:

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.

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Comments:

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SEND ORDER TO:

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Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 05/20/2026
QUOTE NUMBER: DSCOT-05202026122553-001

ACCOUNT NAME: Xavier Charter School
ACCOUNT #: 2666918

EXPIRATION DATE: 08/18/2026
PAGE #: 1



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

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

SUBSCRIPTION/DIGITAL CONTACT:

Hillary Harm
hharm@xaviercharter.org
2087343947

Comments:

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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:

QUOTE DATE: 05/20/2026
QUOTE NUMBER: DSCOT-05202026122553-001

ACCOUNT NAME: Xavier Charter School
ACCOUNT #: 2666918

EXPIRATION DATE: 08/18/2026
PAGE #: 3

BEHAVIOR INTERVENTION SERVICES AGREEMENT

Xavier Charter School

School Year 2026–2027

This Behavior Intervention Services Agreement ("Agreement") is entered into by and between **Xavier Charter School** and **Magic Valley ABA Therapy**, an Idaho Developmental Disabilities Agency ("Contractor"), for the purpose of providing Behavior Intervention services to eligible students receiving special education services.

1. TERM OF AGREEMENT

This Agreement shall become effective **September 9th, 2026**, and shall remain in effect through **July 31, 2027**, unless terminated sooner in accordance with the provisions contained herein.

The Agreement may be renewed by mutual written consent of both parties.

2. PURPOSE

The Contractor agrees to provide qualified Behavior Intervention services to students identified by the District whose Individualized Education Programs (IEPs), Functional Behavior Assessments (FBAs), Behavior Intervention Plans (BIPs), evaluation reports, or administrative determinations identify the need for behavioral intervention or behavioral assessment services.

The purpose of these services is to improve student access to educational programming through evidence-based behavioral interventions designed to increase adaptive skills and decrease behaviors that interfere with learning.

3. SERVICES PROVIDED

Services may include, but are not limited to:

- Individual Behavior Intervention
- Behavioral Assessments
- Functional Behavior Assessment implementation

- Behavior Intervention Plan implementation
- Positive Behavior Support
- Skill acquisition programming
- Functional communication training
- Emotional regulation interventions
- Social skills instruction
- Data collection and analysis
- Crisis prevention and de-escalation
- Collaboration with teachers and school personnel
- Participation in IEP meetings upon request
- Parent consultation when authorized
- Documentation necessary for educational programming and Medicaid billing

Services may occur in:

- General education classrooms
- Special education classrooms
- Preschool classrooms
- School campuses
- Community-based instruction
- School transportation when specified in the student's educational plan
- School-sponsored activities

4. CONTRACTOR RESPONSIBILITIES

Magic Valley ABA Therapy shall:

- Maintain all Idaho Developmental Disabilities Agency licensing requirements.
- Maintain all required liability insurance and workers' compensation insurance.
- Ensure all employees successfully complete required criminal background checks.

- Employ qualified staff who meet Idaho Medicaid provider qualifications.
 - Ensure staff receive ongoing competency-based training.
 - Maintain HIPAA and FERPA compliance.
 - Maintain confidentiality of all student information.
 - Provide supervision, direction, evaluation, and discipline of Contractor employees.
 - Maintain all clinical documentation.
 - Maintain all required Medicaid documentation when applicable.
 - Provide substitute staff whenever reasonably possible.
 - Notify the District of staffing changes affecting services.
-

5. SCHOOL RESPONSIBILITIES

The School agrees to:

- Provide appropriate workspace for Contractor staff.
- Provide access to classrooms and educational environments.
- Notify Contractor of schedule changes, student absences, assemblies, field trips, or other events affecting services.
- Include Contractor staff in meetings involving assigned students when appropriate.
- Ensure Contractor staff receive school safety procedures and emergency protocols.
- Provide access to reasonable staff work areas and restroom facilities.

The School shall designate one (1) primary point of contact who shall serve as the sole coordinator for all routine scheduling, staffing requests, communication regarding student assignments, service changes, and operational concerns.

Contractor staff shall not be directed by multiple District personnel regarding scheduling or staffing assignments except during emergencies or when designated by the primary point of contact.

6. CLINICAL INFORMATION

Prior to the initiation of services, the School agrees to provide the Contractor with all educational and behavioral information necessary for the safe and effective delivery of services, including, when applicable:

- Current Individualized Education Program (IEP)
- Functional Behavior Assessment (FBA)
- Behavior Intervention Plan (BIP)
- Crisis or Safety Plan
- Medical alerts
- Emergency procedures
- Relevant educational evaluations
- Access to the student via Ed-plan
- Other documents necessary to implement behavioral programming

The District agrees to provide updated documentation within five (5) business days of any revisions or amendments made during the school year.

Contractor shall not be responsible for implementing behavioral programming based upon outdated or unavailable documentation.

7. SUPERVISION

All Contractor employees remain employees of Magic Valley ABA Therapy.

Contractor employees shall remain under the direct supervision, management, clinical direction, and evaluation of:

- Skill Building Behavioral Services
- Contractor-designated Case Managers
- Contractor Clinical Directors
- Contractor Board Certified Behavior Analysts (BCBAs), when applicable

Nothing within this Agreement shall be construed as creating an employer-employee relationship between the District and Contractor employees.

school personnel may communicate educational concerns, student needs, and classroom expectations; however, the school shall not supervise, evaluate, discipline, reassign, or direct Contractor employees regarding employment matters.

Requests regarding staffing performance shall be communicated directly to the Contractor's designated supervisor.

8. SCOPE OF PRACTICE

Contractor staff shall only provide services consistent with:

- Their professional qualifications
- Idaho Medicaid regulations
- Idaho licensing requirements
- Agency policies
- Individual competency-based training

The Contractor reserves the right to decline or discontinue any assignment that:

- Falls outside an employee's training or competency
- Falls outside the employee's legal scope of practice
- Presents an unreasonable safety risk
- Requires services for which Contractor staff are not qualified
- Violates Idaho Medicaid regulations or professional ethical standards

The school agrees to collaborate with the Contractor to identify an appropriate alternative when such circumstances arise.

9. STAFFING

The Contractor retains sole authority over:

- Hiring
- Supervision
- Performance evaluations

- Discipline
- Termination

The school may request staffing changes based upon documented concerns regarding professionalism, attendance, or performance.

The Contractor shall make reasonable efforts to accommodate requests but retains final authority regarding staffing decisions.

10. COMPENSATION

The school agrees to compensate Magic Valley ABA Therapy for the following services:

HCPCS Code Description		Unit Rate
H0004 TG	Behavioral Intervention – EBM Intervention Professional	\$23.00
H0004 HO	Behavioral Intervention – Intervention Professional	\$20.23
H0004 HN	Behavioral Intervention – Intervention Specialist	\$14.12
H0004	Behavioral Intervention – EBM Intervention Paraprofessional	\$12.34
H0032 TG	Behavioral Assessment – EBM Intervention Professional	\$20.23

Should Idaho Medicaid modify reimbursement rates during the contract period, the reimbursement rates under this Agreement shall automatically adjust to remain at this Fee Schedule, unless otherwise agreed to in writing.

11. BILLING

Invoices shall be submitted monthly.

Invoices shall include:

- Student identifier
- Date of service
- HCPCS code

- Number of 15-minute units
- Applicable reimbursement rate
- Total amount due

Payment shall be made within **thirty (30) calendar days** of receipt of a complete invoice.

Late payments may be subject to interest as permitted under Idaho law.

12. MISSED SERVICES

The Contractor shall not bill for:

- Student absences
- School closures
- School cancellations
- Non-billable activities

Whenever reasonably possible, the school shall provide at least one (1) business day's notice of schedule changes or service cancellations.

13. CONFIDENTIALITY

Both parties agree to comply with:

- FERPA
 - HIPAA, where applicable
 - Idaho confidentiality laws
 - School confidentiality requirements
-

14. INSURANCE

The Contractor shall maintain:

- Professional Liability Insurance
- General Liability Insurance

- Workers' Compensation Insurance
- Automobile Liability Insurance (if applicable)

Certificates of Insurance shall be provided upon request.

15. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor.

Nothing contained within this Agreement shall be interpreted as creating:

- Employment
- Partnership
- Joint venture
- Agency relationship

between the school and Contractor employees.

16. INDEMNIFICATION

Each party shall indemnify and hold harmless the other from claims arising from its own negligent acts or omissions to the extent permitted by Idaho law.

17. TERMINATION

Either party may terminate this Agreement without cause by providing **thirty (30) calendar days' written notice**.

Immediate termination may occur for:

- Material breach of contract
 - Loss of required licensure
 - Failure to maintain insurance
 - Student safety concerns
 - Fraud or illegal conduct
-

18. DISPUTE RESOLUTION

The parties agree to attempt informal resolution of disputes through designated representatives before initiating litigation. If unresolved, the parties agree to participate in mediation prior to filing any legal action, unless immediate judicial relief is necessary.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding Behavior Intervention services and supersedes all prior discussions or agreements. Any amendment must be in writing and signed by authorized representatives of both parties.

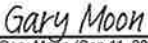
AUTHORIZED SIGNATURES

Xavier Charter School

Authorized Representative: Gary Moon

Title: Head of Schools

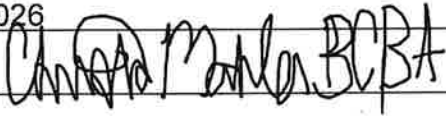
Date: 09/11/26

Signature: 
Gary Moon (Sep 11, 2026 11:14:48 MDT)

Magic Valley ABA Therapy, LLC

Authorized Representative: **Christa Mahler, BCBA, Owner**

Date: 9/9/2026

Signature: 

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); CBRIS 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 non defaulting party may cancel this Agreement immediately, upon notice. The defaulting party shall be liable for any and all expenses that are incurred by the 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 by 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



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

PO Number: _____

Xavier Charter School

Signature:

Printed Name:

Title:

Date:



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
		City:	Twin Falls
Contract Term:	12 Months	State/Province:	Idaho
Billing Frequency:	Annually	Zip Code:	83301
Start Date:	March 3, 2026	Phone #	(208) 734-3947
End Date:	March 2, 2027	Pricing Vehicle Contract #:	
Payment Terms:	Net 30		
Pricing Vehicle:			

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

PO Number: _____

Xavier Charter School

DocuSigned by:
Signature:
Gary Moon
1760DEB05BA54A2...

Printed Name:

Gary Moon

Title:

Head of Schools

Date:

08-Dec-2025



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 Cream

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

CHILDREN'S THERAPY PLACE, INC.

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

By: 
David Kukla
Vice President of Operations



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

A handwritten signature in black ink, appearing to be "Zeke Kelsey", written over a horizontal line.

Zeke Kelsey M.S., CCC-SLP

Date

7-1-26

A handwritten signature in blue ink, appearing to be "Gary M.", written over a horizontal line.

Xavier Authorized Representative



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

PRIMARY THERAPY SOURCE, LLC

PHYSICAL and OCCUPATIONAL THERAPY SERVICES

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

Service Provider: Primary Therapy Source, LLC
Tax ID# 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333 Fax: 208-734-8350
Email: primarytherapyvsource2@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 $\frac{1}{2}$ the hourly billing rate of \$36/hour for hours that therapist would have been at school.

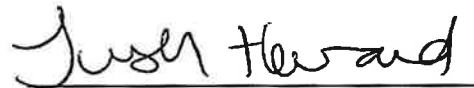
For the School:


Signature

Head of School
Title or Position

Has 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.

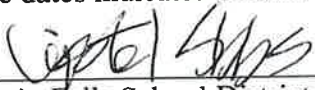
7. Xavier agrees to provide or purchase a computer (to be approved by the Twin Falls School District), Mealtime software licensing, and a Touch and Go Finger Scanner, for the meal accountability system for operation of the program at Xavier.

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


Title


Date


Xavier Charter School


Title


Date