

July 15, 2024

To the Board of Directors and Management of Lawrence Family Development Charter School 34 West Street Lawrence, MA 01841

We are pleased to confirm our understanding of the services we are to provide for Lawrence Family Development Charter School (the Organization) for the year ended June 30, 2024.

## **Audit Scope and Objectives**

We will audit the financial statements of Lawrence Family Development Charter School, which comprise the statement of net position as of June 30, 2024, and the related statements of revenues, expenses, and changes in net position, functional expenses, and cash flows for the year then ended, and the disclosures (collectively, the "financial statements"). Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

# 1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

## Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable amount of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls, resulting in fraudulent financial reporting.
- Revenue recognition.

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

Our audit of the financial statements does not relieve you of your responsibilities.

We may be requested or required by a regulator to provide access to working papers related to this engagement. In the event of any such request or requirement, we will notify you prior to providing such access. The working papers for this engagement are the property of Anstiss & Co., P.C. and constitute Anstiss & Co., P.C.'s confidential information. We may request confidential treatment of our working papers. Access to our working papers will be provided under the supervision of Anstiss & Co., P.C.'s personnel and upon request we may provide copies of working papers to a regulator. The Organization hereby consents, where consent is required, to Anstiss & Co., P.C. providing access to working papers and copies thereof to a regulator. Fees for professional services relating to such access, plus related expenses, will be billed in addition to the estimated fees outlined herein.

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature.

#### **Audit Procedures - Internal Control**

We will obtain an understanding of the Organization and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of

the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls, that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope that would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures - Compliance**

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Organization's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Lawrence Family Development Charter School's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

# Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures and federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statues), rules, and the provision of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, schedule of expenditures of federal awards, all financial records, and related information available to us. and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization

involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

With regard to publishing the financial statements on your website, management understands that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

This letter shall serve as the Organization's authorization for the use of email and other electronic methods to transmit and receive information, including confidential information, between Anstiss and the Organization and between Anstiss and outside specialists or other entities engaged by either Anstiss or the Organization. The Organization acknowledges that email travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of Anstiss. Anstiss will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

#### **Other Services**

## Financial Statement Preparation:

We will assist in preparing the Organization's financial statements and in calculating depreciation, assets and liabilities under lease obligations, and in any other non-attest services, as applicable, in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these services in accordance with applicable professional standards issued by the American Institute of Certified Public Accountants. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Other Services will include preparation of the following:

 Preparation and submission of the Data Collection Form (Form SF-SAC) and reporting package If requested to assist in the calculation of assets and liabilities under lease obligations, we will use a cloud-based accounting solution provided by LeaseCrunch, LLC ("LeaseCrunch Services"). We may provide the Organization access to LeaseCrunch Services upon request. As between the Organization and Anstiss & Co., P.C., Anstiss & Co., P.C. disclaims all liability related in any way to Client's use of the LeaseCrunch Services. Anstiss & Co., P.C. also disclaims any warranties related to the LeaseCrunch Services. The Organization is solely responsible for the acts and omissions of any third party, including employees or contractors, who the Organization has designated as a user of the LeaseCrunch Services (each an "End User"). Each End User is required to accept the LeaseCrunch Acceptable Use Policy upon initial login to the LeaseCrunch Services. The Organization agrees to indemnify and hold Anstiss & Co., P.C. harmless from any and all liability and expenses, including reasonable attorneys' fees and costs, related to third-party claims arising out of the Organization's or its End User's use of LeaseCrunch Services in violation of LeaseCrunch's Acceptable Use Policy.

#### Tax Services:

We will assist in preparing the Organization's federal and state information and income tax returns (as applicable). We will perform our services in accordance with the American Institute of Certified Public Accountants' ("AICPA") Statements on Standards for Tax Services and will include preparation of the following:

- Preparation of the Massachusetts DESE reporting package for the period ended June 30, 2024.
- Preparation and submission of the Data Collection Form (Form SF-SAC) and reporting package

The Organization acknowledges that it is the Organization's responsibility to determine which jurisdictions (Federal, state, cities, foreign, etc.) and what types of tax filing requirements (income, sales, informational, gross receipts, foreign, etc.) the Organization may be subject to. We are available to help in this determination, but such services are outside the scope of this engagement and would be subject to a separate engagement letter establishing the terms of said engagement.

Unless separately engaged, the information and income tax filing requirements set forth above are the only information and income tax returns for which Anstiss has responsibility. We will not be responsible for the preparation of amended returns. It is understood that our responsibility for such Services will encompass only periods covered under this Agreement and will not extend to any subsequent periods for which we are not engaged. If there are additional returns, filings, or other services that you wish us to provide, please contact us as soon as possible and we will amend this engagement letter to include such additional services that we shall provide subject to this Agreement. The parties shall agree to the additional services by mutually agreeing to the additional services in writing. Your returns may be selected for review by the applicable taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you which is outside the scope of this Engagement.

We will provide a list of items for you to complete and return to us. The listing summarizes detailed information necessary for the preparation of your returns. Completion of the list, along

with other required documentation, will enable us to efficiently complete your returns. In the event of unresolved tax issues, missing information, or other delays in processing, it may be necessary to apply for an extension of the filing deadline. In order for us to complete your returns by the filing deadline, the completion and return of the information list and related documentation is expected by 45 days prior to the filing deadlines. Should we not receive such information and assistance from you with sufficient time to complete the Services, then you acknowledge that we can give no assurances that our Services will be completed prior to the time required by law.

The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at https://www.fincen.gov/boi. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of the relevant ownership information.

You agree to assume all management responsibilities for the financial statements, related notes, tax services, calculation of depreciation and assets and liabilities under leases, and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, related notes, and tax services, and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, related notes, and tax services prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating Susan Perry, Director of Finance, who has suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

## Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. The timely and accurate completion of this work is an essential condition to our completion of the engagement. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of

expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

The audit documentation for this engagement is the property of Anstiss & Co., P.C. and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Department of Elementary and Secondary Education, its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anstiss & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

Jayne A. Andrews, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. As previously arranged, we expect to begin our audit fieldwork in August 2024. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We estimate that our fees for these services will be \$23,500 for the fiscal year ending June 30, 2024. Any out of scope services provided will be billed at up to 85% of standard firm rates. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You will also be billed for confirmation service provider fees if the Organization's bank(s) or other financial institution(s) require the use of confirmation.com to confirm account balances. The fee for this service is \$40.16 per account confirmed (\$37.80 + 6.25% sales tax) for each of the first forty (40) accounts at that entity for the same balance request date, and is subject to change if confirmation.com adjusts the fee.

Our invoices for the fee are payable on presentation. Failure to pay an invoice within 30 days could be treated by Anstiss as cause for termination (see "termination" below).

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to confidential mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. If Anstiss and the Organization cannot resolve the dispute within 10 days of written notice of a dispute from either party, either Anstiss or the Organization may demand mediation ("Mediation Notice"). Anstiss and the Organization agree to select a mediator within 5 days of the Mediation Notice. If Anstiss and the Organization fail to select a mediator, then both shall each select a mediator within 10 days of Mediation Notice and the two (2) mediators so selected shall select a third mediator within 15 days of the Mediation Notice and that third mediator shall mediate the dispute between Anstiss and the Organization. Any mediation initiated as a result of this engagement shall be administered within the county of Middlesex, Massachusetts and any ensuing litigation shall be conducted within said county, according to Massachusetts law. Any mediation or litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. The results of any such confidential mediation shall be binding only upon agreement of each party to be bound. The mediator's fee and any filing fees of any mediation proceeding shall be shared equally by the parties. With respect to the services, and any related work product or other deliverables, pursuant to this engagement Anstiss' liability shall in no event exceed the fees it receives hereunder for the portion of the work giving rise to liability; nor shall Anstiss be liable for any special, consequential, incidental or exemplary damages or loss; nor any lost profits, taxes, interest, tax penalties, savings or business opportunity. Also, because of the importance of the information that the Organization provides with respect to Anstiss' ability to perform the services, the Organization hereby releases Anstiss and its partners, principals and employees from any liability, costs, fees, expenses and damages (including defense costs) relating to the services hereunder, which are attributable to any information provided by the Organization and/or the Organization's agents that is not complete, accurate or current. The Organization shall, upon the receipt of written notice, indemnify and hold Anstiss and its partners, principals and employees harmless from any liability, costs, fees, expenses and damages (including defense costs) associated with any third-party claim arising from or relating to the Organization's misrepresentations, false or incomplete information provided to Anstiss in the performance of Anstiss' services, or third-party reliance on Anstiss' work product or deliverable.

Waiver of Jury Trial — Anstiss and the Organization each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this engagement letter, and/or the services provided hereunder, or any course of conduct, course of dealing, statements, whether verbal or written, or actions of either party.

Anstiss and the Organization each expressly agree and acknowledge that the Courts of the Commonwealth of Massachusetts and the United States District Court for the Commonwealth of Massachusetts, shall each have exclusive and sole jurisdiction and venue for any respective state

or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party.

This provision is a material inducement for Anstiss to accept this engagement in accordance with the provision of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of Anstiss and/or the Organization and our relationship with you shall be governed by the laws of the Commonwealth of Massachusetts to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under. In any litigation brought by either Anstiss or the Organization, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

#### **Anstiss Personnel**

Anstiss strives to staff engagements with quality, highly trained professionals. In recognition of the extensive investment we have made to recruit and develop our personnel, you agree to the following during the period of this engagement:

- 1) not to discuss any employment opportunities with our personnel.
- 2) not to hire or retain any of our personnel.

In the event that any of our employees accepts a position of employment with you, or any related parties at any time while we are performing services for you or within one year thereafter, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position as Liquidated Damages. The Organization expressly acknowledges that it has specifically discussed this provision with Anstiss and agrees that said amount is reasonable given the uncertainty surrounding the potential damages to Anstiss for the loss of personnel.

Also, to ensure that Anstiss & Co., P.C.'s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

#### **Termination**

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including, but not limited to, instances of non-payment of our invoices or where in our judgment, our independence has been impaired or we can no longer rely on the integrity of the Organization or the Organization's agents) subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorney's fees. Payment is due even if we have not issued our report or provided the deliverables required as part of any "other services" provided in this agreement.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this engagement letter where our services

are delayed more than 120 days; provided, however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of the engagement letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this engagement letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this engagement letter. Accordingly, the scope, timing, and fee arrangement discussed in this engagement letter will no longer apply. In order for us to recommence work, the execution of a new engagement letter will be required.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2022 peer review report accompanies this letter.

# Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors and Management of Lawrence Family Development Charter School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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 the enclosed copy, and return it to us.

Very truly yours,

Anstiss & Co., P.C.

Anstiss & Co., P.C.

# **RESPONSE:**

This letter correctly sets forth the understanding of Lawrence Family Development Charter School.

Management Signature:	-		
Title:			
Date:	,	1	
Governance Signature:			
Title:			
Date:			



## Report on the Firm's System of Quality Control

September 13, 2022

To the Principals of Anstiss & Co., P.C. and the Massachusetts Society of CPAs Peer Review Executive Committee

We have reviewed the system of quality control for the accounting and auditing practice of Anstiss & Co., P.C. (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act; and audits of employee benefit plans.



As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Anstiss & Co., P.C. in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies) or fail. Anstiss & Co., P.C. has received a peer review rating of pass.

Marcum LLP

Marcun LLP