



CHRIS R. CARTER, CPA  
ANN M. FISHER, CPA  
SCOTT KISSELBAUGH, CPA  
BRIAN S. WOOSLEY, CPA

STILES, CARTER & ASSOCIATES  
CERTIFIED PUBLIC ACCOUNTANTS

AMERICAN INSTITUTE OF CPAS  
KENTUCKY SOCIETY OF CPAS

April 1, 2016

Denise Morgan  
Elizabethtown Independent School District  
219 Helm Street  
Elizabethtown, Kentucky 42701

Ms. Morgan,

I have attached the signed audit contract for 2016. Please have the Board Chairman and Secretary sign and date in blue ink the contract and forward one original to KDE by the close of business on May 28, 2016. The cost of \$12,200 will remain the same as the previous audit. The audit acceptance statement and auditor justification for using the same firm for five or more years must be submitted to KDE through the Audit Acceptance Statement electronic web form located in the KDE SharePoint by May 28, 2016. Also, please enclose a copy of our peer review report, which is attached. The address to mail the contract and peer review report is:

Division of District Support  
Kentucky Department of Education  
500 Mero Street, CPT 15<sup>th</sup> Floor  
Frankfort, Kentucky 40601

Let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Woosley'.

Brian S. Woosley, CPA

## **Independent Auditor's Contract**

To provide for a school district audit in compliance with KRS 156.255, 156.265, 156.275, 156.285, 156.295, and 156.480, this agreement entered into for audit period ending June 30, 2016, between the ELIZABETHTOWN INDEPENDENT Board of Education ("BOARD"), and STILES, CARTER & ASSOCIATES, CPAS, PSC, ("ACCOUNTANT"), who is a Certified Public Accountant or a Public Accountant registered with the Kentucky State Board of Accountancy.

### **I. DUTIES OF ACCOUNTANT**

- A. ACCOUNTANT shall render an opinion on the financial statements of BOARD for fiscal year 2015-2016. The scope and nature of the audit shall be in accordance with the Auditor Responsibilities and State Compliance Requirements. These requirements are incorporated as a part of this agreement.
- B. ACCOUNTANT shall address the audit report and written comments to BOARD and to the State Committee for School District Audits (COMMITTEE).
- C. ACCOUNTANT shall deliver the audit report in accordance with Section VII.A. DELIVERY OF AUDIT REPORT. If the audit report cannot be timely submitted, the ACCOUNTANT shall submit an Audit Extension Request in accordance with Section VI.A. AUDIT EXTENSION REQUEST.

### **II. DUTIES OF BOARD**

- A. BOARD shall make available to ACCOUNTANT no later than August 2, 2016 all books, accounts, reports, vouchers, correspondence files, records, money, and property under its control which may be requested by ACCOUNTANT in the course of performance of the audit.

### **III. AUTHORITY OF COMMITTEE**

- A. COMMITTEE and the Kentucky Department of Education (KDE) may examine work papers of ACCOUNTANT and may perform quality control reviews of the audit procedures utilized during the course of the audit;
- B. COMMITTEE and BOARD may prohibit the use of any subcontractor by ACCOUNTANT. During the term of the contract, no subcontractor shall be used without the prior written approval of COMMITTEE and BOARD; and
- C. COMMITTEE will consider Audit Extension Requests submitted by ACCOUNTANT prior to October 1, 2016. Provided the COMMITTEE determines the delay is unavoidable and due to factors beyond the ACCOUNTANT'S control, the COMMITTEE may allow for the audit to be submitted without penalty to KDE after November 15, 2016.

### **IV. COMPENSATION**

- A. ACCOUNTANT shall be paid an amount agreed upon between the ACCOUNTANT and BOARD which is incorporated herein for the successful completion of the work defined by this agreement.
- B. Final payment is predicated upon completion of the work as described in Section I. DUTIES OF ACCOUNTANT and delivery of documentation as described in Section VII. DELIVERY OF AUDIT REPORT.
- C. Compensation to ACCOUNTANT in excess of the amount stated on the AUDIT ACCEPTANCE STATEMENT must be approved by COMMITTEE if said increase exceeds \$1,000 or 10% of the audit fee, whichever is less. ACCOUNTANT must submit a written explanation to COMMITTEE for the requested increase in compensation before COMMITTEE will consider any increase.
- D. ACCOUNTANT shall submit to BOARD an invoice for payment which shall be signed by ACCOUNTANT and contain adequate supporting documentation such as: detail of hours worked by

each auditor classification (e.g., partner, manager, supervisor, senior, staff, etc.) in major audit areas or supervisory/administrative functions.

**V. SUPPLEMENTAL AGREEMENTS**

- A. The scope of the audit may be increased or decreased by written supplemental agreement of BOARD and ACCOUNTANT if the reasons for the increase or decrease have first been reported in writing by ACCOUNTANT to COMMITTEE. The audit fee may be adjusted for the increase or decrease in the scope of the audit in accordance with Section IV.C. COMPENSATION.

**VI. AUDIT EXTENSION REQUEST**

- A. If the audit cannot be completed on or before November 15, 2016, due to factors beyond the control of ACCOUNTANT, ACCOUNTANT shall electronically submit an Audit Extension Request form, fully completed by both ACCOUNTANT and the district, to KDE on or before October 1, 2016. The form is provided in Appendix I - Audit Extension Request.

**VII. DELIVERY OF AUDIT REPORT**

- A. ACCOUNTANT agrees to begin the audit of accounts of BOARD on or before August 2, 2016 or 15 days from execution date of this contract, whichever is later, and further agrees to complete and deliver a signed paper copy of the audit report to BOARD, one signed paper copy to COMMITTEE in care of KDE, and an electronic copy to KDE in accordance with Appendix II - Instructions for Submission of the Audit Report on or before November 15, 2016, or at a later date approved by the COMMITTEE. All electronic and paper copies of the audit report must be at KDE on or before November 15, 2016 for it to be considered filed timely. If the audit report has not been received by KDE on or before November 15, 2016 or by the later date approved by the COMMITTEE, the audit will be considered late and penalties as outlined in Section VIII. PENALTIES shall be imposed at the discretion of COMMITTEE.

**VIII. PENALTIES**

- A. There shall be a 10% reduction of the audit fee if one or more of the following conditions occur: (1) the audit report is not submitted in accordance with VII.A. DELIVERY OF AUDIT REPORT; or (2) the audit report does not contain the information shown under Audit Report Requirements.
- B. ACCOUNTANT may be ineligible to conduct a school district audit for the upcoming fiscal year if one or more of the conditions in section A occur.
- C. COMMITTEE may waive penalties for delays caused by circumstances beyond the control of ACCOUNTANT.

**IX. EFFECTIVE DATE**

- A. This agreement, between the ACCOUNTANT and the BOARD, shall not become effective until the contract has been approved by the COMMITTEE and signed by the COMMITTEE Chair. This agreement is effective for the 2015-2016 fiscal year.

**X. TERMINATION**

- A. The BOARD shall have the right to terminate and cancel this contract at any time without cause upon 30 days written notice served on the ACCOUNTANT by registered or certified mail. The BOARD shall have the right to terminate and cancel this contract for cause upon five days written notice served on the ACCOUNTANT by registered or certified mail.

- B. If cause exists to terminate and the BOARD does not terminate, the COMMITTEE may terminate and cancel this contract for cause upon five days written notice served on the ACCOUNTANT by registered or certified mail.
- C. "Cause" includes, but is not limited to:
1. Failure to commence work within 15 days of execution of the contract or on or before August 2, 2016, whichever is later;
  2. Previous history of extension requests by the same ACCOUNTANT for the same district;
  3. Failure to submit the audit on or before November 15, 2016;
  4. Failure to communicate to KDE in a timely manner problems encountered in conducting the audit.

Cause shall not include any factor wholly the fault of the BOARD.

#### **XI. CONFLICTS OF INTEREST**

- A. ACCOUNTANT represents and warrants that (a) ACCOUNTANT is legally able to enter into contracts with BOARD, (b) the performance of this agreement would not violate any conflict of interest statutes, and (c) that ACCOUNTANT has no personal interest in the financial affairs of BOARD or any of its officers or employees.

**THIS AGREEMENT ENTERED INTO AS DATED BELOW:**

**AGREED TO BY:**

ELIZABETHTOWN INDEPENDENT  
\_\_\_\_\_  
**BOARD OF EDUCATION**

\_\_\_\_\_  
**BY: SCHOOL BOARD CHAIR**      **DATE**

\_\_\_\_\_  
**SECRETARY**      **DATE**

STILES, CARTER & ASSOCIATES, CPAS, PSC

ACCOUNTANT/FIRM  
      4/1/16  
\_\_\_\_\_  
**BY: PARTNER**      **DATE**

**ACCEPTED BY:**

**STATE COMMITTEE FOR SCHOOL DISTRICT AUDITS**

\_\_\_\_\_  
**BY: STATE COMMITTEE CHAIR**      **DATE**

One original audit contract signed in blue ink is due to KDE by close of business on May 28, 2016.  
Please send to:

Division of District Support  
Kentucky Department of Education  
500 Mero Street, CPT 15<sup>th</sup> Floor  
Frankfort, KY 40601



**Kelley Galloway  
Smith Goolsby, PSC**

Certified Public Accountants and Advisors

1200 Corporate Court • P. O. Box 990 • Ashland, Kentucky 41102

• Phone (606) 329-1811 (606) 329-1171 • Fax (606) 329-8756 (606) 325-0590

• Web [www.ksgcpa.com](http://www.ksgcpa.com) Member of **PKF North America**

## SYSTEM REVIEW REPORT

To the Shareholders of Stiles, Carter & Associates, PSC  
and the Kentucky Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Stiles, Carter & Associates, PSC (the firm) in effect for the year ended April 30, 2015. 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. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. 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. 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. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Stiles, Carter & Associates, PSC in effect for the year ended April 30, 2015, 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*. Stiles, Carter & Associates, PSC has received a peer review rating of *pass*.

*Kelley Anthony Smith Goolsby, PSC*

Ashland, Kentucky  
July 21, 2015