

NORTH STAR CHARTER SCHOOL

FACILITY USE AGREEMENT

This AGREEMENT is entered into this 28th day of September, 2018 by and between City of Eagle P.O. Box 1520 Eagle, Idaho, 83616 (the "User"), for itself and its heirs, executors, administrators, related entities and assigns, and NORTH STAR CHARTER SCHOOL a public charter school and Idaho non-profit corporation (the "School")

RECITALS

WHEREAS, School has agreed to lease the User the use of School Choir room during the following dates of March 25-29, 2019 and May 31-Aug 2, 2019. The specific use of School facilities is as follows:

1. User's facility usage to include:
 - a. Full use of the Choir Room, Café for lunch, and access to the secondary student bathrooms. External use of the playground and field is also permitted for students enrolled in the program (cannot exceed 40 ppl).
 - b. The undersigned further agrees that:
 - i. The organization and all of its officers, agents, employees, and participants shall be responsible for the conduct of all persons present and for any damage, loss, disappearance, or breakage of school property or injury to any persons involved in the activity or purpose of this agreement during the use/rental period or reasonable extension thereof.
 - ii. No persons are allowed to enter into other parts of the school building beyond those areas listed in this Contract
 - iii. No food or drinks other than water are allowed outside of the cafeteria. No Glass containers
 - iv. The organization shall be responsible for picking up after the activity and leaving the facility in the same clean state as when first entering the facility. A deposit for cleaning shall be paid in advance if set forth above or added if maintenance is not completed to the satisfaction of School.
 1. Equipment and furnishings replaced in original location
 2. Food tables disinfected and wiped dry
 3. Floors in eating area swept and mopped.
 4. Garbage removed to outdoor bin
 5. Restroom paper picked off of floor
 - v. Advertising for the activity shall clearly indicate the name of the sponsoring organization with North Star Charter School listed only as the place where the activity will be held and not as a sponsor of the event or activity. A copy of any advertising shall be provided to the North Star prior to the use of the facilities.
 - vi. North Star Charter School may at any time deny or refuse to grant any application or cancel, without liability, any use/rental contract whenever the use, in the reasonable judgment of the school administration or Board of Directors determines that the use presents or may present an unreasonable danger to the health or safety of persons, or property, or may be in violation of or contrary to applicable federal, state, or local law, or otherwise not in the best interest of North Star Charter School.
 - vii. All groups using the facility shall be assigned one school staff person (Trevor Holladay) to be available to the group for the duration of the reservation.
2. Usage Fee.
 - a. The User fee shall be as follows: March 25-29, 2019 8am-5pm: Two hundred Fifty dollars (\$250.00) + \$50 Administrative Fee. May 31-Aug 2, 2019 8am-5pm: Two thousand dollars (\$2,000) + \$200 Administrative Fee. These fees shall be payable to North Star Charter School and such fees shall be payable upon receipt of invoice.
 - b. All ordinary expenses incurred by User with respect to this contract shall be the sole responsibility of the User
3. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed as a related party between the School and User. User is an independent contractor and not a related party to the School or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due User for the use of the School facility described herein. User will not represent to be or hold itself out as a related party to the School. Any and all sums subject to any tax deductions, if required to be withheld and/or paid under any applicable state, federal or municipal laws shall be User's sole responsibility and User shall indemnify and hold School harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.
4. Confidentiality. In the course of facility usage, the parties recognize that User may come in contact or become familiar with information which the School or its subsidiaries or affiliates may consider confidential. User agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate School personnel or their designees.
5. Term. This Agreement shall commence on March 25, 2019 and shall terminate on August 2, 2019, unless earlier terminated upon one hundred eighty (180) days written notice by School or by the User. This agreement may be renewable based on mutual agreement of the additional Term, User Fee and specific use of the facility, as recited in Section 2. above.

6. **Insurance and Background Check.** The User will carry general liability, automobile liability, and employer's liability insurance in the amount of not less than \$1,000,000.00 per occurrence. In the event the User fails to carry such insurance it shall indemnify and hold harmless School, its agents and employees from and against any damages, including bodily injury or death to any person who is on the School property as a result of the User's activities, claims, and expenses arising out of or resulting from activities conducted by User and its agents or employees. In addition, the User shall name North Star Charter School and its Board of Trustees as 'additional insured' on such policy
7. **Representations and Warranties** The User will make no representations, warranties, or commitments binding the School without the School's prior consent
8. **Legal Right** User covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. User shall indemnify and hold harmless the School from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically and to terminate all obligations of the School to pay any amounts which remain unpaid under this Agreement
9. **The Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.
10. **Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below.

1. **Notices as to User:**

Parks and Recreation
 City of Eagle
 PO Box 1520
 Eagle, ID 83616
jbradley@cityofeagle.org

2. **Notices to the School:**

[Joanna ODonnell](mailto:jodonnell@northstarcharter.org)
 North Star Charter School,
 839 N Linder Rd, Eagle, Idaho, 83616
jodonnell@northstarcharter.org

11. **Enforceability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

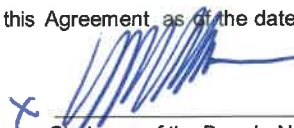
12. **Miscellaneous**


a. **Entire Agreement and Amendments** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

b. **Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of User and the School and to the School's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by User of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the School.

c. **Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

X  Date 9-27-18
 Chairman of the Board North Star Charter School

 Date 9/27/18
 Attest Clerk of the Board

STATE OF IDAHO CATEGORY 2 CHARTER SCHOOL CERTIFIED PERSONNEL CONTRACT

THIS CONTRACT, made this **21st** day of **May** year of **2018**, by and between **North Star Charter School** in **Eagle**, Idaho ("the School"), and **Kelsey Kimball** ("the Certified Personnel").

WITNESSETH:

1. The School hereby employs the Certified Personnel pursuant to Section 33-5206(4), Idaho Code, on a limited one school-year basis, solely for the duration of the **2018-19** school year, ending on or about **May 24, 2019** consisting of a period of **177** days and agrees to pay the Certified Personnel for said services a sum of **Thirty nine thousand and One hundred seventy One** dollars (\$**39,171**), of which **\$1,632.12** shall be payable **semi-monthly** on the 10th and 25th days of the months **August**, year of **2018**, up to and including **July**, year of **2019**, inclusive, and such other monetary benefits as accorded to its certificated employees by the School.

*Base salary	\$ 36,111
* Other assignment – Fifteen Extra days	\$ 3060
*Special endorsement	\$ <u>0</u>
*Total	\$ 39,171

Placement on the NSCS Salary Scale: CL Cohort RP2; Education BA; plus 6 Credits; Lane 1; and Experience 5 Years
2. Assignment(s): **FTE 100% Elementary School – Special Education,**

and such other duties as may be assigned by the School for which the Certified Personnel is properly certified and endorsed;

3. The Certified Personnel agrees to perform all assignments made by the School in accordance with the highest professional standards and to have and maintain the legal qualifications required for the assignment or to teach in the aforesaid grades or subjects during all times that performance is required hereunder.

4. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, such duly adopted rules of the State Board of Education that apply to public charter schools, and the policies of the School which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein, and that no property rights attach to this Contract beyond the term of this Contract.

5. A full year under this Contract will count towards renewable contract status, in accordance with Section 33-515, Idaho Code.

6. Any material false statement knowingly made in the written application for a position with the School shall constitute sufficient ground for voiding this Contract.

7. It is mutually understood and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, except as expressly stated in this agreement.

8. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of a Master Contract, if any, applicable for the same school year as this Contract, including, but not limited to, amendments or modifications made pursuant to Section 33-522, Idaho Code.

IN WITNESS WHEREOF the School has caused this Contract to be executed in its name by its proper officials and the Certified Personnel has executed the same all on the date first above written.

9. If you are a new teacher at the School, your initial payment under this agreement will be on August 25th. For all succeeding payments see Section 1 above.

NORTH STAR CHARTER SCHOOL; ADA COUNTY, STATE OF IDAHO

Kelsey Kimball
CERTIFIED PERSONNEL

By

[Signature]
BOARD OF DIRECTORS

CHAIRMAN

Date: 9/4/18

Attest:

[Signature]
CLERK OF THE BOARD

Coaches Services Agreement

This Independent Contractor (this "Agreement") is made effective as of August 10, 2018, By and between North Star Charter School, of 839 N. Linder RD, Eagle, ID 83616, and Eva Rozsa, of 593 W. Gray Fox Ct., Meridian, Idaho 83646. In this Agreement, the party who is contracting to receive the services shall be referred to as "North Star", and the party who will be providing the services shall be known as "Coach".

1. **Description of Services.** Beginning on August 10, 2018, Coach will provide the following services:

8th Grade Volley Ball Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 1,058.00. Payments will be in two (2) equal monthly installments of \$529, on September 25 and October 25, 2018.

3. **Term.** This agreement shall terminate automatically on October 15, 2018.

4. **Relationship of Parties.** It is understood by the parties that Coach is an independent contractor with respect to North Star, and is not an employee of North Star. North Star will not provide fringe benefits, including health insurance benefits, including health insurance benefits, paid vacations, or any other benefit for the benefit of the coach.

5. **Injuries.** Coach acknowledges Coach's obligation to obtain appropriate insurance coverage for the benefit of the Coach. Coach waives the rights to recovery from North Star for any injuries that Coach may sustain while performing services under this Agreement and that are a result of negligence of Coach.

6. **Entire Agreement.** This Agreement contains the entire agreement of parties, and there are no other promises of conditions in any other agreement whether oral or written.

7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Idaho.

Party Contracting Services:

North Star Charter School

By: _____

Patrick J. Brown, Athletic Director

X

Board of Trustees

Service Provider:

Eva Rozsa

By: _____

Eva Rozsa

Coaches Services Agreement

This Independent Contractor (this "Agreement") is made effective as of November 10, 2018, By and between North Star Charter School, of 839 N. Linder RD, Eagle, ID 83616, and Adam Rankin, of 11734 W Alfred Ct., Boise, Idaho 83713. In this Agreement, the party who is contracting to receive the services shall be referred to as "North Star", and the party who will be providing the services shall be known as "Coach".

1. **Description of Services.** Beginning on August 10, 2018, Coach will provide the following services:

Head High School Boys Basketball Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 4,303. Payments will be in two (4) equal monthly installments of \$1075.75, on 11/25/18, 12/25/2018, 1/12/2019 and 2/25/2019.

3. **Term.** This agreement shall terminate automatically on March 8, 2019.

4. **Relationship of Parties.** It is understood by the parties that Coach is an independent contractor with respect to North Star, and is not an employee of North Star. North Star will not provide fringe benefits, including health insurance benefits, including health insurance benefits, paid vacations, or any other benefit for the benefit of the coach.

5. **Injuries.** Coach acknowledges Coach's obligation to obtain appropriate insurance coverage for the benefit of the Coach. Coach waives the rights to recovery from North Star for any injuries that Coach may sustain while performing services under this Agreement and that are a result of negligence of Coach.

6. **Entire Agreement.** This Agreement contains the entire agreement of parties, and there are no other promises of conditions in any other agreement whether oral or written.

7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Idaho.

Party Contracting Services:

North Star Charter School

By: _____

Patrick J. Brown, Athletic Director

_____ x _____
Board of Trustees

Service Provider:

Adam Rankin

By: _____

Adam Rankin

Faxed @ 12:58 on 9/4/18



CONTRACT FOR SERVICES RENDERED

This contract is entered into by BTB Language Solutions, Inc. (hereinafter referred to as "BTB") and North Star Charter School (hereinafter referred to as "The Client"). BTB's place of business is 104 9th Ave S Suite A3 Nampa, ID 83651 and The Client's place of business is 839 N. Linder Rd. Eagle, ID 83616.

The Client hereby engages BTB to provide services described herein under "Scope and Manner of Services". BTB hereby agrees to provide The Client with such services in exchange for consideration described herein under "Payment for Services Rendered".

Services shall be provided for The Client (English-speaking) and their Limited English Proficiency (LEP) client or clients (hereinafter referred to as "The Recipient").

SCOPE AND MANNER OF SERVICES:

I. INTERPRETATION SERVICES

BTB shall provide On-site Interpretation by sending a Qualified Interpreter of the language requested to the site indicated, and at the time and for the duration indicated by The Client in the Scheduling Request. The Interpreter shall interpret everything that is spoken between The Client and The Recipient. The Interpreter shall manage the flow of communication, may translate written instructions, and may call The Recipient from The Client's office when The Recipient does not arrive for a scheduled appointment in order to assist The Client in making a new appointment or other arrangements. The Interpreter shall also provide cultural information when it is pertinent for the communication and understanding between The Client and The Recipient.

BTB shall provide Telephone Interpretation through its office by connecting its Interpreter of the language requested with The Client and The Recipient. The call may be initiated by The Client or by The Recipient. The Recipient shall be given the telephone number for BTB's office for when it is necessary for them to contact The Client.

II. SCHEDULING SERVICES

BTB shall provide scheduling services both by phone and through online scheduling with a maximum response time of 1 hour for a response to the Scheduling Request during normal business hours.

III. CONFIRMATION CALLS

BTB shall provide **COMPLIMENTARY** appointment reminder calls to both **The Client** and **The Recipient** in their native language 24 hours prior to their scheduled appointment. This practice has been proven to drastically reduce cancellations or no-shows due to miscommunication with LEP recipients.

IV. CLIENT TRAINING

BTB shall provide **FREE TRAINING** to all employees that **The Client** deems necessary. Training shall include procedures for scheduling an interpreter, procedures for confirmation calls, procedures for working with interpreters, and cultural information.

V. CLIENT SPECIFIC TRAINING FOR INTERPRETERS

BTB Interpreters shall at **The Client's** discretion receive educational information and/or training for any programs to better understand certain factors that may affect interpretation (i.e. substance abuse, emotional behaviors, etc.) in as much as **The Client** deems necessary.

VI. DOCUMENT TRANSLATION

BTB shall at **The Client's** discretion provide language translation of documents. The cost of translation services shall vary by the language, length, and complexity of the document. A complimentary price quote shall be given on any and all documents that **The Client** requests be translated. **The Client** shall approve the quote before translation of the document commences.

VII. INSURANCE BILLING

BTB shall bill directly to insurers when possible. **BTB** shall also provide the interpretation medical billing code for **The Client's** use.

VIII. CONFIDENTIALITY

BTB shall comply with **The Client's** Business Associate Agreement regarding confidentiality, as applicable.

PAYMENT FOR SERVICES RENDERED

IX. HOURLY RATES

BTB shall provide **ON-SITE LANGUAGE INTERPRETATION** services at a flat rate of \$45.00 per hour for a **SPOKEN** language with a minimum of a one hour charge.

BTB shall provide ON-SITE INTERPRETATION for AMERICAN SIGN LANGUAGE at a flat rate of \$65.00 per hour with a minimum of a 2 hour charge.

Interpretation sessions lasting longer than 1 hour, or 2 hours in the case of American Sign Language, shall bill to the next 15 minute increment.

BTB shall provide LANGUAGE INTERPRETATION BY TELEPHONE (i.e. scheduling, recorded statements, etc.) with **The Client's** representative on the line for the amount of time the call lasts in 15 minute increments with a minimum charge of 15 minutes at the flat rate noted above.

X. CLIENT BILLING

The Client shall pay **BTB** for services rendered according to the aforementioned rates within 30 calendar days of the date on the invoice (Terms NET 30). The invoice shall be sent to the place of business address specified in the first paragraph of this contract or electronically to the email address indicated by **The Client** on the last page of this contract.

Should **The Client** fail to pay **BTB** the full amount specified in the invoice within 30 calendar days of the invoice date, an interest charge of 2 percent per month shall accrue beginning 60 days from the invoice date and until the amount plus interest is paid in full.

XI. CANCELLATION POLICY

BTB shall implement its standard cancellation policy. This policy is that any client that notifies **BTB** of the cancellation of an ON-SITE Interpretation appointment 24 hours prior to the scheduled appointment time shall not be charged the 1 hour minimum charge. Any cancellation or the "no-show" of the **The Recipient** that takes place less than 24 hours prior to the scheduled appointment time shall be charged the minimum of 1 hour of service or the minimum of 2 hours of service in the case of American Sign Language.

XII. TERMS OF USE

BTB shall only charge for actual services rendered. **BTB** shall not charge an annual fee for services nor a monthly minimum fee for services. **The Client** has the right to use **BTB's** services at their discretion.

XIII. INSURANCE INFORMATION


BTB shall maintain active General Liability and Professional Liability Insurance. See Certificate of Liability Insurance in Addendum.

XIV. APPLICABLE LAW

This contract shall be governed by the laws of the County of ADA in the State of IDAHO and any applicable Federal laws.

SIGNATURES

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:



Signature of Client or their Agent

9-4-18

Date

William J. Russell

Printed Name of Client or their Agent

Chairperson, Board

Position

a.weber@northstarcharter.org

Email Address for Invoice

Amy Weber

Billing Department Contact

Vanessarios

Signature of Provider or their Agent

9/4/2018

Effective Date of Contract

Vanessa Rios

Printed Name of Provider or their Agent

Administrator

Position

STATE OF IDAHO RENEWABLE CHARTER SCHOOL CERTIFIED PERSONNEL CONTRACT

THIS CONTRACT, made this 24th day of August year of 2018, by and between North Star Charter School in Eagle, Idaho ("the School"), and Analee Reseigh ("the Certified Personnel").

WITNESSETH:

- The School hereby employs the Certified Personnel pursuant to Section 33-5206(4), Idaho Code, on a limited one school-year basis, solely for the duration of the 2018-19 school year, ending on or about May 24, 2019, consisting of a period of 177 days and agrees to pay the Certified Personnel for said services a sum of thirty-nine thousand three hundred dollars dollars (\$ 39,300.00), of which \$ 1,637.50 shall be payable semi-monthly on the 10th and 25th days of the months August, year of 2018, up to and including July, year of 2019, inclusive, and such other monetary benefits as accorded to its certificated employees by the School.

*Base salary	\$ <u>35,924.00</u>
* Other assignment	\$ <u>1,500.00</u>
*Special endorsement 67% FYE	\$ <u>1,876.00</u>
*Total	\$ <u>39,300.00</u>

Placement on the NSCS Salary Scale: CL Cohort P6 ; Education MA ; plus 20 Credits; Lane 5 ; and Experience 14.5 Years

- Assignment(s): FTE 67 % High School and IB Math and Testing Coordinator , and such other duties as may be assigned by the School for which the Certified Personnel is properly certified and endorsed;

- The Certified Personnel agrees to perform all assignments made by the School in accordance with the highest professional standards and to have and maintain the legal qualifications required for the assignment or to teach in the aforesaid grades or subjects during all times that performance is required hereunder.
- It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, such duly adopted rules of the State Board of Education that apply to public charter schools, and the policies of the School which are, by reference, incorporated herein and made a part of this agreement the same as if fully set forth herein.
- Any material false statement knowingly made in the written application for a position with the School shall constitute sufficient ground for voiding this Contract.
- The School Board of Directors may terminate or reduce the full-time equivalency status of this contract upon conclusion of the school year stated in Section 1 of this contract, without owing any further compensation, in the event that the Board institutes a reduction in force pursuant to Section 33-522A, Idaho Code, resulting in the termination or reduction of the employment relationship between the School and the Certified Personnel.
- It is mutually understood and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, except as expressly stated in this Contract.
- The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of a Master Contract, if any, applicable for the same school year as this Contract, including, but not limited to, amendments or modifications made pursuant to Section 33-522, Idaho Code.

IN WITNESS WHEREOF the School has caused this Contract to be executed in its name by its proper officials and the Certified Personnel has executed the same all on the date first above written.

NORTH STAR CHARTER SCHOOL, ADA COUNTY, STATE OF IDAHO

Analee Reseigh
CERTIFIED PERSONNEL

By [Signature]

[Signature]

CHAIRMAN

Date: 8-30-18

Attest: [Signature]
BOARD OF DIRECTORS
CLERK OF THE BOARD