



Breckon Land Design Inc.
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Landscape Architecture • Civil Engineering • Graphic Communication • Erosion Control • Irrigation Design • Land Planning

August 9, 2019

Mrs. Joanna O'Donnell
Director of Development
North Star Charter School
839 North Linder Road
Eagle, Idaho 83616
P: (208) 939-9600
F: (208) 939-6090

Re: Proposal for North Star Charter School, Eagle, Idaho (Phase Two – Outdoor Classroom)

Dear Mrs. O'Donnell,

We are pleased to submit this proposal for professional design services in connection with the project referenced above. This agreement is by and between Breckon Land Design, Inc. (BLDI), and North Star Charter School (Client). It is for the exclusive benefit of the parties named above and does not create a contractual relationship with or exist for the benefit of any third party—including consultants, contractors, subcontractors and their sureties. BLDI shall provide professional services on the project referenced above, the extent of which is for site improvements at 839 North Linder Road, Eagle, Idaho 83616, as shown on the plan provided.

1. DESIGN APPROVAL

Mrs. O'Donnell have been designated as the person responsible for design direction to BLDI for this project and has the authority for design approval. In the event the design as approved by Mrs. O'Donnell is rejected by others and redesign is required, such redesign services shall be compensated as extra services as outlined herein.

2. FEES AND TERMS

Services described above shall be provided in accordance with the terms and conditions attached hereto which is incorporated and made part of this agreement by reference. We estimate the following fee break down.

Professional Services

Construction Documents (Outdoor classroom phase).....\$5,111.55
Construction Administration.....\$time and materials
As-built and/or Record Drawings.....\$time and materials
Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work completed. This is a "fixed sum" fee. If additional work is requested or required beyond the above outline, it shall be considered additional services. Additional services shall be billed at an hourly rate as follows.

3. COMPENSATION FOR ADDITIONAL SERVICES

Compensation for additional services shall be on a time and expense basis in accordance with the following:
PRINCIPAL LANDSCAPE ARCHITECT \$135.00 per hour
LANDSCAPE ARCHITECT..... \$95.00 per hour
ENGINEER IN TRAINING \$75.00 per hour
LANDSCAPE ARCHITECT IN TRAINING..... \$75.00 per hour
ADMINISTRATIVE..... \$55.00 per hour

1. SCOPE OF SERVICES

A. Design Development.....
BLDI will meet with the Client to discuss the visions and goals for the project. BLDI will work closely with the Client to ensure coordination during the design development of the site layout.
Provide a preliminary grading and drainage plan to establish the site elevations and utilize accurate survey

initial

coordinates and dimensions to denote vertical locations of site elements both proposed and for the future. This plan will account for surface drainage of exterior hardscape and softscape elements on the site. BLDI will direct surface drainage to designated on site retention basins. A storm water retention plan will designate areas and structures to accommodate storm water storage requirements.

B. Construction Documents

BLDI will use the approved design review drawing for development of construction documents and technical specifications sections for site layout and construction, including, pedestrian connections, site furnishings, site signage, landscape, irrigation, drainage facilities, and other elements associated with the development of the site. In developing working drawings and specifications, BLDI will work closely with the Client to coordinate its services with those of other consultants and maintain a construction budget in accordance with the preliminary estimates of probable construction cost. BLDI will research and accommodate all agency requirements as part of the design. BLDI will ensure the design meets the Client's design criteria as well as the requirements of the City of Eagle and the State of Idaho. BLDI will provide the following services for the project.

- 1) **Site Layout and Materials Plans**
BLDI shall provide a site layout plan which includes the final location, sizing, and layout of all on site elements. The site layout plan shall utilize accurate survey coordinates and dimensions to denote horizontal locations of elements.
- 2) **Site Details**
BLDI shall provide complete site detailing for all related site items including, but not limited to the following site details;
 - a. Curbs, concrete, paver and asphalt paving.
 - b. Pedestrian circulation and pavements such as pathways, sidewalks, steps, ramps, and handrails.
 - c. Site furnishings such as fencing, benches, trash receptacles, bike racks, and trash enclosures.
- 3) **Grading and Drainage Plan**
BLDI shall provide a finish grading plan to establish the building finish floor elevation and utilize accurate survey coordinates and dimensions to denote vertical locations of elements. This plan will account for surface drainage of exterior hardscape and softscape elements on the site. BLDI will direct surface drainage to designated on site retention basins or underground seepage beds. A storm water retention plan will designate areas and structures to accommodate storm water storage requirements. This plan shall include all storm water calculations and shall be designed per the requirements of the City of Eagle and the State of Idaho. BLDI shall provide the IDWR drainage calculations and the city required O&M agreement.
- 4) **Grading and Drainage Details**
BLDI shall provide all details necessary for the construction of the drainage facilities and all items associated with the storm water storage and disposal.
- 5) **Storm Water Pollution Prevention Plan / Erosion and Sediment Control Plan**
BLDI shall provide an erosion and sediment control plan and storm water pollution prevention plan as required by the City of Eagle, Ada County, the State of Idaho, and the Environmental Protection Agency.
- 6) **Landscape Plans**
BLDI shall provide a landscape design including specific plant material, layout, plant sizes, topsoil requirements, and details. This plan shall be based off client input and field conditions.
- 7) **Irrigation Plans**
BLDI shall provide an irrigation design for all landscape areas on the site. The irrigation design shall include connection to the existing irrigation system, head layout, lateral lines & zoning, valve placement, mainline and control wire routing, controllers, along with all necessary schedules and legends.
- 8) **Specifications**
Specifications will be listed on the title cover sheet and ISPMC specifications and details and other pertinent agency related supplemental info will be referenced and not redrawn for this project unless required by the approving agencies. BLDI will provide project specifications for sections relevant to the site development and will be delineated on the drawings.
- 9) **Agency Review and Approval**
BLDI will address agency review comments as necessary to achieve approval for the site development items associated with our Scope of Services; however project approval cannot be guaranteed.
- 10) **Attending coordination meetings with the design team, public agencies, or owners to coordinate the design of site utilities, layout, and phases of work, beyond initial meeting and phone conversations.**

C. Construction Administration.....

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BLDI shall provide construction administration as necessary to insure all work performed by the contractor is completed per the drawings and specifications. This may include the following:

- 1) Attend a pre-construction meeting.
- 2) Review and approve, or take appropriate action, upon material and sample submittals, substitution and/or equal submittals and shop drawings.
- 3) Visit the project site as requested by the Client, to become generally familiar with the progress and quality of construction and to determine, if the construction is proceeding in accordance with the design intent and conforming to the construction documents. BLDI shall not be responsible for the safety of the construction site, construction means, methods, techniques, sequences or procedures in connection with the work and shall not be responsible for the contractor's errors or omissions or failures to carry out the work in accordance with the contract documents.
- 4) Assist the Client with interpretation or clarification of the drawings and specifications as necessary for the proper execution or progress of the work.
- 5) Payment certification.
- 6) Review of testing and inspections.
- 7) All communication with contractor and site visits shall be documented in written form (field reports, etc.) and transmitted through authorized personnel.
- 8) Provide a final walk through and punch list after substantial and final completion of the project.
- 9) Preparation and submittal of landscape installation inspection letter to meet the City requirements.

4. EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information for services as required for performance of the work. BLDI assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should BLDI be required to provide services in obtaining or coordinating the compilation of this information, such services shall be charged as extra services.

- A. Full time construction observation services, testing, DEQ observation and testing
- B. Legal Descriptions of Property
- C. Existing Site Engineering and Utility Base Information.
- D. Site lighting.
- E. Soil testing.
- F. Architectural Design. Any buildings or architectural design components.
- G. Easements and ROW descriptions and purchase
- H. Site construction staking.
- I. Geotechnical investigation report and geotechnical field observations.
- J. Construction Management
- K. Construction Quality Control Testing
- L. Entitlements
- M. Tree Survey/Arborist Report
- N. Water feature design
- O. Traffic Study/Report
- P. Electrical services. All electrical services, including; primary power, coordination with Idaho Power, power to buildings, power for irrigation control, lighting and telephone/data utilities, cable television to be provided by others.
- Q. Engineering of retaining structures (over 4'-0" in height), i.e.; segmented retaining walls, boulder walls, or concrete retaining walls.
- R. Site variances, Special reviews or approvals for non-zone conforming work.
- S. Discovery or removal procedures for hazardous waste, wells, underground tanks, or archeological artifacts.
- T. Permit, plan checking, inspection, and other agencies fees, including utility services/connection and application fees.
- U. Entry Monument design.
- V. Wetland Mitigation
- W. Final completion of elevation/flood certificate surveying
- X. Gravity Irrigation Design/ Pump Station Design or modifications
- Y. Irrigation Pond Design
- Z. Surveying

5. ADDITIONAL SERVICES

____ initial



When specifically requested, work not described above shall be performed as additional services. This work may include, but is not limited to:

- A. Design revisions after securing Owner approvals to proceed. If design revisions are requested, BLDI will perform the additional services after receiving written authorization.
- B. Providing any other services not specifically included in this proposal.

7. REIMBURSABLE EXPENSES

Incidental reimbursable expenses are included in the project fees.

The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

- A. Bond printing beyond two (2) original submittal drawing sets.
- B. Submittal and Application Fees.

8. ASSUMPTIONS

The assumptions listed below were fundamental in determining the appropriate fee for the scope of work proposed in this section. Significant deviations from these assumptions could materially impact the actual fee incurred under the above scope. The assumptions include:

- A. Prior to the actual beginning of work, the Client and Breckon Land Design, Inc. will jointly define the extent of the Scope of Work and standards to be utilized for the duration of the project.
- B. Completion of individual tasks will take place in an orderly fashion. Submittals required by the Owners will respect a time table jointly established with Breckon Land Design, Inc. prior to the beginning of work.
- C. The Client shall provide a **geotechnical engineering report** to determine soil infiltration rates and drainage system recommendations and pavement section requirements if required by the city.
- D. The Client will provide a **boundary and topographic survey** of the site (1' contour interval) including location of existing trees, easements, setbacks, and final plat information.
- E. The Client will provide any previously produced documentation and design materials to include but not limited to: .dwg files, traffic impact study, surveying, geotechnical engineering reports, wetland delineation/mitigation reports, CC&Rs, HOA requirements, and all agency review documentation.
- F. The Client will provide any previous conditions or requirements from all agencies.
- G. The Client will provide agency permit fees, processing fees, timely signatures, and review fees as needed.
- H. Existing fire hydrants have adequate flow and pressure to meet fire codes.
- I. The Client will provide property deeds and current title reports, including title commitments.
- J. Agency specifications and details, and any pertinent agency related supplemental data will be referenced, and not redrawn for this project. Specifications will be included on the face of drawings.
- K. Private utility service observation will be carried out by the State Plumbing Inspector.
- L. The Client will provide a copy of all city review comments.



Mrs. O'Donnell,

We are pleased to be considered for this project and are looking forward to a productive working relationship with you. We are confident in our abilities to provide you with the high quality, functional, and aesthetically pleasing design that you require.

If this proposal meets your approval, please sign and return one copy for our files. Client hereby acknowledges an opportunity to seek independent legal review of this Agreement and has either done so or has voluntarily waived the opportunity prior to signing.


The Clients' signature below will be considered an authorization to proceed with the work contracted through Breckon Land Design, Inc. and acceptance of the Terms and Conditions outlined herein.

Sincerely,
Breckon Land Design, Inc.



Jon Breckon, PLA, ASLA, CLARB, CPSI
President, Owner

Client Signature for Authorization:

* Signature: 
Print Name: William Russell
Title: Chairman of the Board

Company Name: North Star Charter School
Date: 9-26-19



TERMS AND CONDITIONS

GENERAL Breckon Land Design, Inc. (BLDI) intends to render services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no other warranty either express or implied. The Client guarantees full and free access for BLDI to enter upon all property required for the performance of BLDI's services under this Agreement. BLDI shall not be responsible for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by BLDI for negligent acts, errors or omissions of any party or parties involved in the series covered by this Agreement other than their own. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees or agents.

FORCE MAJEURE. BLDI shall not be responsible for any delay in the performance or progress of the work, or liable for any costs of damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or clients representatives, or by any third person acting as the agent, servant or employee of Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of BLDI. In the event of any such delay, BLDI shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which BLDI is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of the Client, its agents, or representatives, shall be borne entirely by the Client.

CONSTRUCTION REVIEW. Inspection (if part of Agreement) shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such inspection shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the contractor in any way from his obligations and responsibilities under the construction contract. Specifically, but without limitation, inspection by BLDI shall not require BLDI to assume responsibilities for the means and methods of construction, nor for safety on the job site.

OPINION OF PROBABLE COST. Since BLDI has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost (if part of Agreement) provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, BLDI cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

STANDARD OF CARE / CONSTRUCTION CHANGES. BLDI will follow the professional standards of care expected of a licensed design professional practicing in the state of services rendered. The owner acknowledges that in the performance of services, as defined in this agreement, the design professional and his consultants are expected to meet the standard of care as defined by the State. The owner acknowledges this standard of care does not imply or represent that the contract documents produced by the design professional and his consultants will be 100% free from inconsistencies, conflicts, or discrepancies and does not guarantee that 100% of the elements of the project are included. The owner understands that since the design professional and his consultants cannot produce 100% accurate documents, that construction changes will occur and the changes may cost above the original contract price between the owner and the contractor. These changes are in addition to any changes required due to unseen or hidden conditions, changes in the codes or regulations and any owner directed changes. The owner will establish a construction contingency to fund construction changes. All costs or credits associated with construction changes will be handled by a modification to the original contract between the owner and the contractor.

OWNERSHIP OF DOCUMENTS. Drawings and Specifications as instruments of service are and shall remain the property of the BLDI whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the client's use and occupancy of the Project. The Drawings and Specifications shall not be used by the client on other projects, for additions to this Project, or for completion of this Project by others provided BLDI is not in default under this Agreement, except by prior agreement in writing and with appropriate compensation to BLDI. The Owner agrees to hold harmless and indemnify BLDI against all damages, claims and losses, including defense costs, arising out of any reuse of the plans and specifications without the prior written authorization of BLDI.

RISK ALLOCATION. In recognition of the relative risks and benefits of the Project to both the Client and BLDI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BLDI and BLDI's officers, directors, partners, employees, shareholders, owners and subconsultants from any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of BLDI and BLDI's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed BLDI's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The Owner agrees that BLDI is not responsible for consequential damages.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the Client and BLDI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the BLDI.

DELEGATION OF DUTIES. Neither the Client nor BLDI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

TIME OR TIMES OF PAYMENT. The Client will make payment to BLDI within fifteen (15) days after receipt of a bill from BLDI on account of their services and expenses. If the Client fails to make any payment due BLDI on account of their services and expenses within said fifteen (15) days after receipt of the bill, the amounts due BLDI shall bear interest at the maximum legal rate from said 15th day, and in addition, BLDI may suspend services under this Agreement until they have been paid in full all amounts due them on account of their services and expenses.

TERMINATION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, BLDI will be paid for services rendered to the date of such termination.

AUTHORIZATION TO PROCEED. Approval of this Agreement by the Client and BLDI will serve as written authorization for BLDI to proceed with the services called for in the Agreement.

MEDIATION. It is understood and agreed that in the event any dispute, controversy, or conflict should arise during the design and construction of the project or following its completion, the parties hereto will cooperate in good faith and, if possible, resolve the issues without resort to arbitration or litigation. Should the parties be unable to reach agreement, an independent mediator will be selected to assist in a further effort to resolve the dispute.

EXPIRATION DATE. This Proposal for Services will expire after thirty (30) days from the day of issuance, if appropriate approval is not received and the project is not initiated. Thereafter the proposal will require revisions to included possible price modifications as determined by BLDI.



Playground and Sports Complex Naming Agreement

THIS AGREEMENT is made this 22 day of August, 2019 and entered into by and between **North Star Charter School, Inc.**, a public charter school and non-profit corporation organized under the laws of the State of Idaho, hereinafter referred to as "NORTH STAR", 839 N. Linder Road, Eagle, Idaho 83616, and **Alturas Homes and Alturas Capital**, whose address is 500 E Shore Dr #120, Eagle, ID 83616, hereinafter referred to as "Donor".

WHEREAS, North Star has designed an opportunity for area businesses and/or individuals (herein "Donor") to support the establishment of North Star's playground and sports complex ("Complex") by donating toward the school's fundraising efforts for that complex, and

WHEREAS, North Star desires to recognize certain Donors for their donation by naming certain aspects of the Complex after the donor in accordance with North Star's naming policy and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. **DONATION:** Donor has provided to North Star the sum of \$ 50,000 in cash, and "in kind" donations. These donations have been applied to the development of the Complex at the school and for no other purpose.
2. **NAMING RIGHTS:** In exchange for the donation set forth above, North Star shall name the following aspect of the Complex exclusively after the Donor, as follows:

Complex component (ie: drop off area, track): Sport Court

Name of Donor: Alturas Sport Court (or as mutually agreed by both parties)

The design and location of the Donor's name shall be in the sole discretion of North Star, in consultation with Donor. Donor hereby grants to North Star an exclusive license to use Donor's name for the purposes set forth in this Agreement.
3. **TERM:** The terms of this naming rights will be 10 years from the date of this Agreement.
4. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

5. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
6. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Ada County, Idaho.
7. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
8. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
9. **TERMINATION:** In the event that the donor's reputation changes substantially so that the continued use of the name may compromise the public trust, bring dishonor to North Star, or be contrary to the best interests of the school, the Board of Directors for North Star reserves the right to revoke the name, and the facility or property may be renamed. North Star would have no financial responsibility for returning any received contributions.
10. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.
11. **AUTHORITY:** Donor represents and warrants to North Star that Donor has the necessary capacity and authority to enter into this Agreement and to execute such documents and that the signature of such person is binding upon himself/herself, as well as biding upon the Company identified herein as Donor and that this Agreement is enforceable against the Donor and such person in accordance with the terms and conditions of the Agreement and any other documents so executed.

IN WITNESS WHEREOF, NORTH STAR and Donor have executed this Agreement as of the dates noted below.

NORTH STAR CHARTER SCHOOL

DONOR

X
By: _____

By: _____

Its: Manager

Date: _____

Date: _____

9-26-19

9/27/2019

September 5, 2019

Natalie Hernandez
North Star Charter School



Thank you for your interest in Quaker Hill. We have reserved space for your group for the dates you requested. We love to help you tailor-make a fantastic event, so be sure to let us know if you have special requests.

Enclosed, you will find the contract for your *Retreat* beginning Thursday, November 7, 2019. If you would like to make any changes or additions, please give me a call. Be sure to check out the Recreation Activities that we offer. Quaker Hill board has made the decision to change our policy on termination of an event. This is due to some recent cancellations that have resulted in Quaker Hill's inability to book open dates due to the timing of cancellations. Please read the termination of the event paragraph carefully.

After you have read the contract, and made sure that everything is accurate, please sign it, and return it by Thursday, September 26, 2019.

Our prayer is that you will "Come as a Guest, and Leave as a Friend." We will be praying for you and your group. Thank you for partnering with Quaker Hill.

Sincerely,

Mariah Nay

Mariah Nay
Guest Services Manager



Guest Group Contract
PO Box 1181
McCall, ID 83638
(208) 634-2083

Thank you for scheduling your conference. This contract is between Quaker Hill and:

Organization North Star Charter School
Coordinator Natalie Hernandez
Address
City
State
Zip

Event Profile Youth
Event ID E2629
Organization Phone
Daytime Phone 208-890-2710
Home Phone

Please review your event schedule details below for accuracy and correct any errors.

Dates	Arrive	Depart	Breakfast	No.	Lunch	No.	Dinner	No.	Snack	No.
Thu, Nov 7, 2019	9:30 AM				12:30pm	30	5:30pm	30		
Fri, Nov 8, 2019			9:00am	30	12:30am	30	6:00pm	30		
Sat, Nov 9, 2019		11:00 PM	9:00am	30						

We understand our housing and meeting space will be in these facilities: **Lower Osprey/Chapel -**

Preliminary Invoice Rates Applicable To Our Group:

Nights	Days	Meals	Description	Volume	Age Group	No.	Rate	Extended Rate
2	3	6	Per Person Rate	Weekd	Youth	30	\$97	\$2,910.00
			Ropes Course			1	\$750	\$750.00

Our purpose or theme for this retreat is: HS Leadership Retreat

USE AGREEMENT FOR QUAKER HILL Terms and Conditions

Description of Premises - Quaker Hill agrees to permit the guest group to use the property and facilities identified in the contract according to the following terms and conditions.

Food Service - If arranged in advance Quaker Hill shall provide meals as specified on the use agreement in accordance with an estimate of the number of diners furnished Quaker Hill at least ten days in advance of the service of the first meal.

Use of Premises and Schedule - During the term of this Agreement, the guest group shall use the camp for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. The guest group shall notify Quaker Hill of the nature of its program. Quaker Hill prohibits pets (dogs, cats, etc...) hunting, fireworks, firearms, ammunition, and explosives at the camp. The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted, therefore prior authorization from the Executive Director must be obtained.

Quiet Hour - Amplified music is only allowed inside buildings as long as the volume is reasonable and quiet hour of 10:00 PM until 8 AM is observed.

Individuals with Disabilities - With reasonable advance notice (10 days) and to the extent reasonably practical, Quaker Hill will try to accommodate individuals with disabilities, including individuals with mobility impairments (within the limitations of available Quaker Hill facilities) and individuals who require special diets. The guest group is responsible for providing interpreters for the guest group programs and activities, or personal attendants required by guest group leaders or visitors.

Fires - On the campgrounds, outside fires may be built only in the campfire area. It is understood that both Quaker Hill and the guest group must comply with the direction of fire control officials. All fires should be carefully extinguished with water, not buried. Under certain conditions the State Forestry Department will impose a complete ban on fires. The camp staff will inform you if such a ban is in effect.

Waterfront - No one shall enter the waterfront area unless a qualified lifeguard or adult is supervising. Quaker Hill shall, in its sole discretion, determine the qualifications for lifeguard. The waterfront is generally available from May 1st through October 1st, weather and maintenance permitting. The guest group needs to provide one adult "Lookout" for every 15 participants swimming or boating.

Specialized Activities - If the guest group utilizes specialized activities requiring supervision by persons with the training and experience to make judgments concerning equipment, procedures, and safety considerations then Quaker Hill will either provide appropriately trained staff or will determine minimum qualifications for supervision by the guest group. Additional information and guidelines for use of special equipment will be coordinated with all applicants expressing an interest in participating in such activities. Examples of these activities include: archery or other target sports, gymnastics, bicycling, motorized vehicles, model rocketry, some crafts, off-site water activities, etc...

Stewardship - The guest group agrees to assist in keeping the camp clean, and shall leave the camp free of defacement.

Health and Safety - Quaker Hill does not provide medical supervision, treatment, maintenance, or dispensing of medications for campers. These responsibilities belong to the guest group. The guest group should furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a certificate of training in the principles of first aid and CPR. The guest group should bring their own first aid supplies and equipment. The guest group's contact person should bring a current list of participants that includes; names and addresses, emergency contact information, and known allergies or health conditions. Also, for each participant (camper and staff member) under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment. The guest group should furnish at least one adult, age 18 years or older, who is trained in the principles of first aid, supervising each ten campers under 16 years of age. Emergency transportation is available through local emergency response groups by dialing 911. Payment for the cost of emergency transportation services is the responsibility of the guest group. The guest group agrees to furnish non-emergency transportation.

Supervision - The guest group will see to it that campers 9th grade and under are supervised by adults at all times. This is especially critical using recreation areas, or using any of our numerous hiking trails.

Smoking - Smoking by guest group members or visitors under the age of 18 is prohibited on the property or in the facilities of Quaker Hill. Smoking for adults is allowed outdoors and away from buildings.

Alcohol/Drugs - Consumption of alcohol and use of non-prescription drugs is not permitted.

Vehicles - Use of vehicles at the camp is restricted to roads and parking areas as designated by signage. We recommend that all individuals riding bicycles wear bike helmets.

Group Orientation - Once at the camp, the guest group leader is to communicate to their participants the information in our orientation brochure explaining Quaker Hill safety regulations and emergency procedures.

All Camp Emergencies - In the case of an all camp emergency such as a fire, flood, or lost camper, please notify the Camp Manager or staff host and gather your group in the lawn in front of Osprey Lodge. We will then communicate the next steps to the group as a whole.

Guest Group Fees -

Provide Your Own Meals- The Guaranteed Minimum Fee is based on the number of nights reserved and the number of facilities. **Quaker Hill Food Service** - The Guaranteed Minimum Fee is based on the number of persons guaranteed by the guest group. It will be charged to the guest group even if fewer persons use the camp than was guaranteed, or if the guest group terminates this Agreement without using the camp. **Final Invoice Fees** - This fee will represent the use of the camp by all participants, and will be calculated by totaling the individual charges for each person's lodging or day use fee, meal charges and other per person fees where applicable.

Invoice - The invoice is determined at the end of the camp or conference. **Payment Terms** - The guest group agrees to deliver payment in full to a representative of Quaker Hill prior to the guest group's departure from the camp. Exceptions must be approved by Quaker Hill prior to arrival. The guest group agrees to pay interest on any unpaid balance at the rate of 1% per month (annual percentage rate of 12%).

Breakage and Damage - The guest group agrees to pay Quaker Hill the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during the guest group's use that is not attributable to the normal wear and tear and is instead due to the negligence of the guest group.

Liability for Injury to Persons or Property - The guest group agrees to supervise and to assume full control and responsibility for any persons, or entities other than Quaker Hill personnel or property who are at the camp by reason of the guest group's use of the camp. To the extent permitted by Idaho Law and subject to the limitations of liability contained in Idaho Code Sections 6-901 through 6-929 (the Idaho Tort Claims Act) the guest group agrees to defend, indemnify and hold harmless Quaker Hill against any harm and/or claim made by any third party in any way connected with the guest group's actions and/or failure(s) to act in respect of its use of the camp. For the purpose of this section, any person includes, but is not limited to, the guest group's leaders, participants in the guest group's program, and the guest group's visitors. Provided, however, that this indemnification and duty to defend and hold harmless shall not apply when the acts or omissions that give rise to the claim are under the supervision or instruction of Quaker Hill personnel and any such indemnity or duty to defend and hold harmless shall only be to the extent provided for, and within the limits set forth in, the Idaho Tort Claims Act, Idaho Code sections 6-901 et. seq.

Unauthorized Persons - The guest group agrees to permit only authorized persons to enter the camp and shall take all necessary steps to remove unauthorized persons from the camp to the extent unauthorized persons are under the supervision or control of, or are acting at the invitation of, the guest group.

Building Capacities - The guest group agrees that the total number of participants on the premises will not exceed the camp building maximum capacity at any time.

Authority - The guest group warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.

Termination - After a contract has been validated, the guest group is as responsible to fulfill the contract as Quaker Hill is to fulfill its part. A cancellation oftentimes makes it impossible to reschedule another guest group and consequently jeopardizes the delicate balance of meeting operational costs. Therefore, we agree to forfeit our deposit, and to pay 50% of the Guaranteed Minimum Charge if a cancellation takes place between 330-241 days of the scheduled arrival date. If the cancellation is to take place within 240 days of the scheduled date of arrival we agree to forfeit our deposit and to pay 75% of the Guaranteed Minimum Charge. We understand we will not be charged at all if our group is forced to cancel due to snowy/icy weather conditions or other conditions generally considered a force of nature or an act of God, and the deposit will be refunded in full.

Financial Responsibility

- * The group guarantees to pay for a minimum of \$2,910.
- * Quaker Hill guarantees to provide the services and accommodations listed at the prices indicated above.
- * A nonrefundable deposit of \$500 must be returned with this contract by Thu. Sep 26, 2019 in order for the contract to be valid. If the contract is not valid Quaker Hill is free to negotiate with another group for these event dates. The deposit will be applied to the final bill.
- * Any cancellation will result in the contracting group's payment of the entire minimum guarantee.

Minimum Guaranteed Payment: \$2,910

- * The sponsoring organization and the authorized representative will be held responsible for the financial obligations of this contract. We will turn away all other requests for use of these facilities based on your agreement to use and pay for them.
- * The balance due will be paid on the final day of the conference with a check payable to Quaker Hill.

Terms and Conditions

- * This agreement must be signed by the Senior Pastor, Senior Officer, or other Legal Agent of the Guest Group organization and Quaker Hill's representative.
- * The Coordinator agrees to provide us with the meal count by 10 a.m. on the following date:

Final Count Sun. Nov 3, 2019

- * The group leader is required to present to the guest group host a schedule of events and a roster of all participants upon arrival.
- * We agree to respect the beliefs of Quaker Hill as set forth in the statement of faith and do nothing by word or action that will in any way detract from or be offensive to the tenets of faith.

In accordance with the Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

Renewal of Contract

Quaker Hill's policy is to make available to the guest group the first option on the same dates for the following year, providing there is no conflict with Quaker Hill programs. Quaker Hill reserves the right to lease the camp to another group if this option is not secured. It is the Guest Group's responsibility to request a contract. In order to secure this option a signed contract for the subsequent year must be received with the deposit no later than 30 days from the date of the contract.

Liability Insurance

Quaker Hill requires all guest groups to submit information regarding their liability insurance coverage. This information must be received before the contract can be completed.

Insurance Name _____ Policy Number _____
Policy Carrier _____ Coverage Period _____ to _____
Insurance Coverage Amount _____

Signatures

I (authorized representative) have read and agreed on behalf of: North Star Charter School to the terms set forth in this Contract.

I (authorized representative) have read and agreed on behalf of: Quaker Hill to the terms set forth in this Contract.

X Signed _____

Date 9-25-19

Signed Mariah Nay Date 9/5/19

**North Star Charter School
839 N Linder Road
Eagle, ID 83616**

This INDEPENDENT CONTRACTOR AGREEMENT is entered into this 27th day of August, 2019 by and between Young Rembrandts (the "Consultant"), 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, Consultant wishes to offer after school art classes for the School. The classes will be offered to students at a fee determined by the consultant. NOW, THEREFORE, the parties hereby agree as follows:

1. **Consultant's Services.** Consultant shall provide the following professional services:
 - a. After school computer drawing classes for elementary students
 - b. Wednesdays: Elementary 3:50-4:45
 - c. Elementary Classroom
2. **Compensation and fees.**
 - a. The consultant agrees to pay the school an administrative fee representing 5% of the fees associated with each student taking the class.
 - b. The consultant will collect all student fees.
 - c. The Consultant will pay a fee to School at the conclusion of the registration period for the class.
 - d. All ordinary expenses incurred by Consultant in its performance of services of this contract shall be the sole responsibility of the Consultant.
3. **FEDERAL, STATE AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by NORTH STAR on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law. Because Contractor is engaged in its own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of NORTH STAR, if any.
4. **Confidentiality.** In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which the School or its subsidiaries or affiliates may consider confidential. Consultant 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 11/29/18 and shall terminate on 12/18/18, unless mutually earlier terminated or extended by School or by the Consultant. If this agreement is terminated by the School, the School shall pay for all services performed, described in Section 2 above, through and including the date of termination. This agreement may be terminated based on thirty (30) days notice by either party. The payment of outstanding fees due the School will be due and payable on the termination date. This contract will be renewable based on thirty (30) days notice by the consultant, based on mutually agreeable terms.
6. **Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is . The Consultant covenants that it maintains all valid licenses, permits and registrations to perform the services required herein.
7. **Insurance and Background Check.** The Consultant will carry general liability, automobile liability, and employer's liability insurance in the amount of not less than \$1,000,000.00 per occurrence and shall have North Star Charter School added as additional insured to the coverage. In the event the Consultant fails to carry such insurance it shall indemnify and hold harmless School, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees. The Consultant has submitted to the State Department of Education Background Process, for the purpose of undergoing a background check. The consultant represents that such a check has occurred and the results of the test meet the minimum standards set forth by the school. (See Documents attached)
8. **Competent Work.** All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by the representative of the School signing this agreement prior to payment, which will not be unreasonably withheld

Young Rembrandts

(Ph 208 939 9600) (Fax 208 939 9060) www.northstarcharter.org

Pg.1

9. Representations and Warranties. The Consultant will make no representations, warranties, or commitments binding the School without the School's prior written consent.

10. Legal Right. Consultant covenants and warrants that she/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. Consultant 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.

11. 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.

12. 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 Consultant:

Tom Dempsey, Owner, Young Rembrandts- Boise, P.O. Box 5004, Boise Idaho, 83705

2. Notices to the School:

Bill Russell, Chairman, North Star Charter School, 839 N Linder Rd, Eagle, Idaho, 83616

13. 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.

14. Computer usage. N/A

15. Access to the school shall be as determined by the School.

16. 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 Consultant and the School and to the School's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant 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.

d. LICENSES AND LAW: Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified herein. Contractor agrees to comply with all applicable City Code and any amendments thereto, the laws of the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by NORTH STAR, in whole or in part, and may result in ineligibility for further work for or with NORTH STAR.

e. EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES: Contractor shall provide, at Contractor's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the services to be provided as set forth in this Agreement, unless expressly stated otherwise herein.

f. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless NORTH STAR and its officers, Board of Directors, Contractors, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to NORTH STAR, persons or property for any

negligent act, error or omission arising out of or in connection with any performances or activities of Contractor or its employees or agents under this Agreement.

g. ATTORNEY FEES: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

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



Date 8/26/19

name: Tom Dempsey

Young Rembrandts



Date 9/26/19

Bill Russell, Chair of the Board

North Star Charter School



Attest: Clerk of the Board

**North Star Charter School
839 N Linder Road
Eagle, ID 83616**

This INDEPENDENT CONTRACTOR AGREEMENT is entered into this 1st day of June ²⁰¹⁹~~2018~~ by and between KELLY WILLIAMS (the "Consultant"), 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, Consultant has agreed to perform consulting work for the School in these areas and other related activities for the School; NOW, THEREFORE, the parties hereby agree as follows:

1. **Consultant's Services.** Consultant shall be available and shall provide to the School the following professional services:
 - a. **Speech Therapy Services to Students, as requested by the School**
2. **Compensation, material expenses and billings.**
 - a. The Consultant shall be paid for performance of 1(a) above, at the rate of **\$65 per hour**,
 - b. The School agrees to provide / purchase materials which are deemed, by both parties, to be reasonable, customary and necessary in order for the speech therapy services to be provided to students,
 - c. The Consultant agrees to provide a detail monthly time record, as mutually agreed, to the Finance Office on or before the **fifth (5th) day** of each month of the agreement, and
 - d. The School agrees pay the consultant, based on timely approved billings, on or before the **twenty fifth (25th) day** of each month.
3. **Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the School and Consultant. Consultant is an independent contractor and not an employee of the School or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the School will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the School and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the School's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be Consultant's sole responsibility and Consultant 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 performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information, which the School or its subsidiaries or affiliates may consider confidential. Consultant 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 **August 1, 2019** and shall terminate on **June 1, 2020**, unless mutually earlier terminated or extended by School or by the Consultant. If this agreement is terminated by the School, the School shall pay for all services performed, described in Section 2 above, through and including the date of termination. This agreement may be terminated based on thirty (30) days notice by either party. The payment of outstanding fees due the School will be due and payable on the termination date. This contract will be renewable based on Thirty (30) days notice by the consultant, based on mutually agreeable terms.
6. **Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is XXXXXXXXXX. The Consultant covenants that it maintains all valid licenses, permits and registrations to perform the services required herein.
7. **Insurance and Background Check.** The Consultant will carry (provide a copy of the insurance certificate to the school) general liability, automobile liability, and employer's liability insurance in the amount of not less than \$1,000,000.00 per occurrence and shall have North Star Charter School added as additional insured to the coverage. In the event the Consultant fails to carry such insurance it shall indemnify and hold harmless School, its agents and employees from and against any

damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees. The Consultant has submitted to the State Department of Education Background Process, for the purpose of undergoing a background check. The consultant represents that such a check has occurred and the results of the test meet the minimum standards set forth by the School.

8. Competent Work. All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by the representative of the School signing this agreement prior to payment, which will not be unreasonably withheld

9. Representations and Warranties. The Consultant will make no representations, warranties, or commitments binding the School without the School's prior written consent.

10. Legal Right. Consultant covenants and warrants that she/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. Consultant 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.

11. 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.

12. 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 to Consultant:

Kelly Williams
5477 N Quail Summit Pl
Boise, ID 83703

2. Notices to the School:

William J. Russell, Chairman
North Star Charter School
839 N Linder Rd, Eagle, Idaho, 83616

13. 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.

14. 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 Consultant and the School and to the School's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the School.

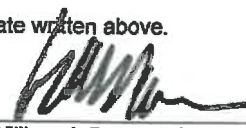
c. **Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

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



Kelly Williams, Consultant
KELLY WILLIAMS
kwcoug@gmail.com

Date 9/10/19 X



William J. Russell, Chairman
North Star Charter School
wjrussell@nnu.edu

Date 9-26-19

208-891-0833

208-939-9600



Attest: Clerk of the Board

Coaches Services Agreement

This Independent Contractor (this "Agreement") is made effective as of August 15, 2019, By and between North Star Charter School, of 839 N. Linder Rd. Eagle Id. 83616, and Sam Russell, of 7444 West Saxton Dr #K204 Boise Id. 83714. 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 12, 2019, 2019, Coach will provide the following services.

Middle School Assistant Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 800.00. Payments will be in two (2) equal monthly installments of \$400.00, on September 25, and October 25, 2019.
3. **Term.** This agreement shall terminate automatically on November 1, 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 or 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: Toby Pinkerman
Toby Pinkerman (Athletic Director)

* [Signature]
Board of Trustees

Service Provider:

Sam Russell

By: [Signature]
Sam Russell

Coaches Services Agreement

This Independent Contractor (this "Agreement") is made effective as of August 15, 2019, By and between North Star Charter School, of 839 N. Linder Rd. Eagle Id. 83616, and Emily Coats, of 2207 N. 23rd Boise 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 12, 2019, 2019, Coach will provide the following services.

Boys/Girls Cross Country Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 1800.00. Payments will be in two (2) equal monthly installments of \$900.00, on September 25, and October 25, 2019.
3. **Term.** This agreement shall terminate automatically on November 1, 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: Toby Pinkerman
Toby Pinkerman (Athletic Director)

X

Board of Trustees

Service Provider:

Emily Coats

By: Emily Coats
Emily Coats

Coaches Services Agreement

This Independent Contractor (this "Agreement") is made effective as of August 15, 2019, By and between North Star Charter School, of 839 N. Linder Rd. Eagle Id. 83616, and Kelly Dillon, of 13233 W. Heatherbrook Dr. Boise 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 12, 2019, 2019, Coach will provide the following services.

Boys/Girls Cross Country Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 2300.00. Payments will be in two (2) equal monthly installments of \$1150.00, on September 25, and October 25, 2019.
3. **Term.** This agreement shall terminate automatically on November 1, 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: Toby Pinkerman
Toby Pinkerman (Athletic Director)

X

[Signature]
Board of Trustees

Service Provider:

Kelly Dillon

By: Kelly Dillon
Kelly Dillon

Coaches Services Agreement

This Independent Contractor (this "Agreement") is made effective as of August 15, 2019, By and between North Star Charter School, of 839 N. Linder Rd. Eagle Id. 83616, and Tiffany Dorskland, of 1847 N. Water Heights Way Star Id. 83669. 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 12, 2019, 2019, Coach will provide the following services.

Middle School Assistant Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 800.00. Payments will be in two (2) equal monthly installments of \$400.00, on September 25, and October 25, 2019.
3. **Term.** This agreement shall terminate automatically on November 1, 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: 

Toby Pinkerman (Athletic Director)

X


Board of Trustees

Service Provider:

Tiffany Dorskland

By: 

Tiffany Dorskland