

June 10, 2020

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 Wednesday, August 26, 2020. 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 Wednesday, July 1, 2020.

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 E2749
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.
Wed, Aug 26, 2020	9:00 AM				12:00pm	40	6:00pm	40		
Thu, Aug 27, 2020			8:00am	40	12:00pm	40				
Fri, Aug 28, 2020		11:00 AM	8:00am	40	8:00am	40				

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	<u>Per Person Rate</u>	Weekd	Sr High	40	\$112	\$4,480.00

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 \$4,480.
- * 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 Wed. Jul 1, 2020 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: \$4,480

- * 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 Sat. Aug 22, 2020

- * 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.

Signed Jenna Bollen Date Jun 29, 2020

Signed Mariah Nay Date 6/10/2020

Quaker Hill Contract_2020

Final Audit Report

2020-06-29

Created:	2020-06-29
By:	Ema Brenneman (scraig@northstarcharter.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0EI8Z-bP04g8X5ReZEeQi_4IHpAefLy9

"Quaker Hill Contract_2020" History



Document created by Ema Brenneman (scraig@northstarcharter.org)

2020-06-29 - 8:09:05 PM GMT - IP address: 207.70.28.214



Document emailed to Jenna Balch (jenmattna@gmail.com) for signature

2020-06-29 - 8:10:09 PM GMT



Email viewed by Jenna Balch (jenmattna@gmail.com)

2020-06-29 - 8:54:38 PM GMT - IP address: 184.99.72.231



Document e-signed by Jenna Balch (jenmattna@gmail.com)

Signature Date: 2020-06-29 - 8:56:29 PM GMT - Time Source: server- IP address: 184.99.72.231



Signed document emailed to Ema Brenneman (scraig@northstarcharter.org) and Jenna Balch (jenmattna@gmail.com)

2020-06-29 - 8:56:29 PM GMT



Adobe Sign



ATHLOS PRODUCTS AND SERVICES AGREEMENT

This Athlos Products and Services Agreement is effective as of the 22nd day of June, 2020 (the "Effective Date"), by and between Athlos Products and Services, LLC ("Athlos") an Idaho limited liability company, and North Star Charter School, ("Buyer") a school in Eagle, Idaho (each a "Party" and collectively, the "Parties").

WHEREAS Athlos agrees to provide Healthy Body program services as set forth below, at the described cost listed below, for Buyer from July 1, 2020 – June 30, 2021, and all subsequent terms.

Buyer's Initial *[Signature]*
June 23, 2020 13:10:01



ATHLOS PROGRAM

Athlos is dedicated to supporting North Star Charter School by providing a unique physical education and social emotional development program aimed at providing a differentiating factor attractive to students, staff, and school communities. The below tables reflect the offering and scope of service Athlos will provide for North Star Charter School for the 20-21 school year.

Athlos Curriculum and Program

Description
<p>The Athlos Program contains the following core components available via an online program portal:</p> <ul style="list-style-type: none">• Daily scripted K-12 Athletic Curriculum lessons is available via an online portal. The curriculum is accompanied by a video library showcasing over 200 movements, assessment protocols and templates, a resistance training library. Each lesson includes intentional SEL integration of the 12 Performance Character traits. This integration supports student social and emotional growth, in addition to physical.• Classroom based movement and performance character resources for teachers• School wide culture-building protocols, resources and activities based in movement and performance character. <p>Log-In Distribution:</p> <ul style="list-style-type: none">• Primary for PE teachers; other teachers and administrators may have access as requested• Physical Education teachers will access all their curriculum and related SEL integration materials via the portal.• General Education teacher can access all classroom movement and SEL materials via the portal.• Administrators can access all school-wide movement and SEL materials via the portal. <p><i>Note - Logins are per user and are not intended to be shared. Annual subscription fee covers annually revised guides, templates, and lesson plans.</i></p>

Support Plan

Upon purchase of the Athlos Program, Athlos will provide the following support plan described below:

Description
5 virtual hours - summer planning and new staff onboarding, annually
10 virtual support hours, annually
2 site visits available, annually
Virtual customer support for the 20-21 SY; includes: <ol style="list-style-type: none">1. initial enrollment of all staff in the program portal;2. scheduling of any ordered support calls with program specialists;3. any other questions, concerns, or needed support.

Note - Virtual onboarding sessions are held via video conference and are typically conducted in a small group train-the-trainer format, unless otherwise requested. Other requests may impact price. Sessions are intended to support fidelity to the curriculum and program on an ongoing basis.

Buyer's Initial 



TERM

Initial Term: July 1, 2020 – June 30, 2021

Upon the expiration of the initial term or any subsequent term, this agreement shall automatically renew for subsequent one-year terms unless terminated within sixty (60) days prior to the expiration of the current term. Athlos will invoice annually, in accordance with the pricing below, on July 1 of each year and payment will be due by August 1 of each year. Either party may terminate this agreement at any time by notifying the other party in writing as specified in this agreement of its intent to terminate this agreement. Upon providing such notice, this agreement shall terminate 60 days from the date of the notice.

Pricing is nonrefundable upon termination of this agreement. If at any point, North Star Charter School elects to add additional school sites, the contract will be renegotiated for the following renewal term.

PRICING

20-21 Program	Price
Athlos Healthy Body	\$6,500
Total	\$6,500

Payment due on or before August 1, 2020; Athlos will invoice for full amount on July 1, 2020

ADD ONS

If North Star Charter School elects to add on any face-to-face implementation training or virtual coaching sessions at any time during term of relationship with Athlos, Athlos will provide at a discounted rate. Discounted pricing for North Star Charter School is as follows:

- Face-to-Face Implementation Training: \$2500 / first day, \$900 / additional days
- Virtual Implementation Coaching: \$250 / hour

Additional products may be added under this contract at a later date. Pricing and payment terms to be negotiated at the time of request.

Signature below indicates acceptance of the quote above and all Terms and Conditions attached hereto.

Athlos Products and Services, LLC


Signature

Abby Fereday, Chief of Products
Name Title

North Star Charter School


Signature

Jennifer Smith (Jun 23, 2020 13:10:40)
Signature
Jennifer Smith (Jun 23, 2020 13:10:40)
Name, Title

Buyer's Initial 
Jennifer Smith (Jun 23, 2020 13:10:40)



TERMS & CONDITIONS OF PURCHASE

DEFINITIONS. In these Terms and Conditions, "Athlos" means Athlos Products and Services, LLC; "Buyer" means the person, school, company, or corporation by whom the order is given and for whom the Contract was prepared. "Contract" shall mean a fully executed Scope of Services Quote, these Terms and Conditions and all exhibits and attachments thereto.

THE CONTRACT. Buyer's signature accepting the Contract, shall constitute a binding agreement. All orders must be in writing and are accepted subject to these Terms and Conditions of sale. No terms or conditions put forward by Buyer and no representations, warranties, guarantees or other statements not contained in the Contract or otherwise expressly agreed in writing by Athlos shall be binding on Athlos. The Contract shall become effective upon Buyer's signature accepting the Scope of Services Quote (the "Effective Date"). No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Athlos reserves the right to effect minor modifications and/or improvements to the products and services before delivery, provided that the performance of the products and services is not adversely affected and that the Contract Price is not affected.

VALIDITY OF QUOTE AND PRICES. Unless previously withdrawn, Athlos's Scope of Services Quote is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date. Prices are firm for delivery within the period stated in Athlos' Scope of Services Quote and are exclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies or other like charges arising in connection with the performance of the Contract.

PAYMENT. Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (b) in the currency of Athlos' order confirmation within thirty days of date of invoice unless otherwise specified by Athlos' Finance Department. Products and Services will be invoiced at any time after Buyer has been notified of their readiness for dispatch. Without prejudice to Athlos' other rights, Athlos reserves the right to: (i) charge interest on any overdue sums at 18% during the period of delay; (ii) suspend performance of the Contract in the event that Buyer fails or in Athlos' reasonable opinion it appears that Buyer is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as Athlos may deem reasonable.

TERM. The Term of the Contract shall be the Services Term(s) as set forth in the Scope of Services Quote.

LICENSE. Athlos is in the business of providing education services, curriculum, and management support to schools in various locations throughout the United States. Athlos has developed and continues to develop commercially valuable technical and non-technical information and materials ("Licensed Material") that is copyrighted, proprietary, confidential and/or constitutes Athlos' "trade secrets" within the meaning of the Idaho Trade Secrets Act, Idaho Code Sections 48-801 - 48-807, and/or other laws. Athlos hereby grants Buyer a non-exclusive limited license to Athlos' proprietary material during the Services Term (the "License"). Buyer agrees to the use, disclosure, protection, and other License provisions as set forth herein.

USE AND DISCLOSURE OF LICENSED MATERIAL. Buyer shall not, at any time, either during the term of the Contract or subsequent thereto, directly or indirectly, (a) use or appropriate any Licensed Material for any purpose other than the implementation of the Athlos Program at Buyer's schools, as set forth in this Agreement; or (b) disclose or divulge any Licensed Material to any third person or entity, unless expressly authorized or directed to do so by Athlos or required to do so by a court or other governmental entity acting with the force of law.

PROTECTION OF THE SECRECY OF LICENSED MATERIAL. Buyer shall make reasonable efforts to protect the confidentiality or secrecy of Licensed Material within its care, custody, possession or control, by (a) requiring all Buyer employees to adhere to the terms of use of the License, (b) limiting such employees' access to the Licensed Material on a "need to know" basis, (c) reminding such employees of their confidentiality obligations in exit interviews upon termination of their employment, (d) precluding non-employee access to confidential and/or proprietary information under the License, absent express written consent from Athlos, (e) shredding hard copies of all confidential, copyrighted or other proprietary documents within Buyer's care, custody, possession or control, by virtue of the License, prior to its disposal, (f) utilizing security measures to control access to the computer, building or files where Licensed Material is kept, and (g) making any and all other efforts that are reasonable under the circumstances to maintain the secrecy of Licensed Material.

OWNERSHIP AND RETURN OF LICENSED MATERIAL. All documents and information within the Licensed Material, provided to or obtained by Buyer, as well as all documents and things prepared by Buyer in relation to the Athlos products and services, or in the course and scope of Buyer's use of the License, and any and all copies, reproductions and extracts thereof, are the exclusive property of Athlos and shall be returned immediately to Athlos upon termination of this Agreement or upon Athlos' request at any time. Upon written consent of Athlos, such documents and information may be destroyed rather than returned to Athlos, upon termination of this Agreement.

Buyer's Initial _____



ATHLOS

CONFIDENTIALITY. Except as specifically permitted in these Terms and Conditions, each party agrees to maintain the confidentiality of the other party's Confidential Information, and not disclose Confidential Information to a third party without the prior written consent of the other party. "Confidential Information" means confidential and proprietary information including, but not limited to, Products, Documentation, Services, technology, trade secrets, product plans, financial information, customer lists, personal information (including without limitation, personal health information or personally identifiable information, as such is defined under applicable local law, regulation, statute, or directive), pricing, documents, disclosures, and written or oral statements disclosed by the disclosing party that are identified as "confidential" and all such information that, by its nature, is confidential regardless of whether it is marked.

REMOVAL OF PROGRAM. Unless this Agreement is extended by mutual agreement of the Parties, upon expiration of the terms of this agreement, Buyer shall (a) Cease using the Athlos products and services; (b) return as requested and/or destroy all Athlos intellectual property provided to Buyer for the purpose of implementing the Athlos program; (c) Buyer shall comply with the terms of this Section no later than ninety (90) days after the expiration of the Term of this Agreement.

MISAPPROPRIATION OF INTELLECTUAL PROPERTY. Buyer further agrees that Buyer shall not implement a new program, or open a new school facility, which incorporates or attempts to incorporate any program which is confusingly or deceptively similar to the Athlos products and services. In the event of a breach, Buyer understands that such breach may result in immediate, great, irreparable and continuing harm and damage to Athlos for which there is no adequate remedy at law. In the event Buyer breaches this Contract, Athlos shall be entitled to obtain, from any court of competent jurisdiction, a temporary restraining order and preliminary and permanent Injunctive relief, without the necessity of posting bond, to enforce the terms of this paragraph, in addition to any and all monetary damages allowed by law.

STUDENT DATA. To the extent permitted by FERPA, the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations, Athlos may request standardized academic test results, fitness results and other student assessment data points from Buyer to enable Athlos to assess program performance. In the event such data is furnished by Buyer, the parties agree to comply with FERPA and all applicable state privacy laws with regard to such data.

NOTICES. All Notices given pursuant to this Contract shall be in writing and shall be given by personal service, by facsimile, by United States Mail or by United States Express Mail or other established express delivery service (such as Federal Express) or by certified mail, postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

Athlos

Attn: Legal Department

918 W Idaho St.

Boise, ID 83702

All notices given shall be deemed given upon receipt; and for the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt and/or facsimile confirmation, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

LIMITATION OF LIABILITY. Athlos' maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed the total amount of the contract.

INDEMNIFICATION. To the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party, as well as Board members, directors, officers, employees, agents and other representatives, from any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to the Party's: (i) own negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own responsibilities under this Agreement.

NO COMMON CONTROL; STATUS OF PARTIES. Athlos is not a division of Buyer, and Buyer is not a division of Athlos. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of the Contract. It is expressly agreed by the Parties hereto that Athlos is not, nor its employees, independent contractors or agents, employees of Buyer for any purpose whatsoever, including for federal or state tax purposes. Furthermore, no relationship of joint venture of partnership or any form is created by this Contract. Neither party will be the agent of another except to the extent otherwise specifically provided by this Contract.

Buyer's Initial 

Form 101 (Jan 22, 2020 13:10 MDT)



GOVERNING LAW/VENUE. This Contract shall be governed by, and construed in accordance with, the laws of the State of Idaho, and the venue for any legal dispute shall be Ada County, Idaho.

MEDIATION. The Parties agree to negotiate in good faith in an effort to resolve any dispute related to this Contract that may arise within forty-five (45) days of the other party's receipt of such notice of dispute. If the dispute cannot be resolved by negotiation, then the Parties will submit the dispute to mediation before resorting to binding arbitration or litigation and will equally share the costs of a mutually acceptable third-party mediator. This paragraph survives termination of this Agreement. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

COUNSEL SOUGHT. Each Party acknowledges that (i) the Party was advised or represented by counsel in connection with the negotiation, preparation, revision and execution of this Contract; (ii) before executing the Contract, the Party discussed the Contract with the Party's counsel and became fully informed of the terms, contents, conditions and effect of the Contract; (iii) the Party is legally competent, as well as fully qualified and authorized to execute this Contract; (iv) in executing the Contract, the Party is not relying on any warranty, statement, promise or representation of any kind that has been made to the Party by any other Party, or by legal counsel for any other Party or anyone acting for another Party in any capacity, except as expressly stated in this Contract; (v) each Party expressly disclaims reliance upon any facts, promises, warranties, undertakings, or representations, whether express or implied, by any other Party, or its agents or legal counsel as consideration for this Contract, except for the explicit provisions of this Contract; (vi) the Party has relied solely on the Party's own judgment and/or the advice of the Party's counsel in executing this Contract; (vii) the Party understands the terms, contents, conditions, and effect of this Contract, and voluntarily accepts the Contract in its entirety; and (viii) each Party has executed this Contract of its own free will as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any person or entity.

SEVERABILITY. Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

WAIVER. No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated. This provision shall include, but not be limited to, any credit toward any fees owed under the Contract.

AUTHORITY. To the extent that this Contract is executed by a Party or Parties on behalf of an individual, corporation, governmental entity, trust, estate or other legal entity, such Party or Parties executing this Contract represent that they have authority to act on behalf of the entities or individuals for which they purport to act and to bind those entities or individuals to the terms and conditions of this Contract. Furthermore, as each Party is a legal entity, each Party acknowledges, represents, warrants and confirms that it has full and complete authorization and power to execute this Contract in the capacity herein stated, and this Contract is a valid, binding and enforceable obligation and does not violate any law, rule, regulation, contract or agreement enforceable against it.

ENTIRE AGREEMENT. The Contract, including all Exhibits, Addenda, and Appendices thereto, contains the entire agreement between the Parties, but only as concerns the specific matters addressed herein. Furthermore, this Contract supersedes any and all prior or contemporaneous agreements and any and all prior or contemporaneous negotiations, warranties, discussions or representations, whether oral or written, and this Contract is subject to modification, waiver, or addition only by means of a writing signed by the Party to be charged.

SUCCESSORS AND ASSIGNS. This Contract is binding upon and inures to the benefit of the Parties and their respective successors, beneficiaries, administrators, and permitted assigns.

COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same Instrument. This Contract may be transmitted to the Parties by facsimile or other electronic means, the Parties may sign and return their respective signatures by facsimile or other electronic means, and such signatures transmitted by facsimile or electronically will be presumed valid, binding, and of the same force and effect as an original signature to this Contract.

Buyer's Initial  June 23, 2020 13:10 MDT



Introduction to Data Science

MEMORANDUM OF UNDERSTANDING

UCLA Center X Introduction to Data Science (IDS) Project and North Star Charter School

PURPOSE

The North Star Charter School and the Regents of the University of California, on behalf of UCLA Center X Introduction to Data Science Project ("University") (hereinafter collectively referred to as "the Parties") share the common goal of teaching students to think critically about and with data through implementation of the Introduction to Data Science (IDS) curriculum. This innovative curriculum will emphasize the Common Core State Standards (CCSS) for High School Statistics and Probability relevant to Data Science, pertinent second-year Algebra probability standards, and authentically apply the Standards for Mathematical Practice, particularly Modeling with Mathematics. This will be accomplished through 2-Year Partnership Program with UCLA's Center X, starting in the 2020 academic year and running through the 2022 academic year. The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to establish a partnership among the Parties for the achievement of these goals. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Party.

The specific contributions of each party with respect to individual projects carried out in furtherance of this MOU are outlined below. The details of the 2-Year Partnership plan options and cost structure are included in the Addendum below.

This MOU does not in any way automatically compel any of the Parties to commit to any given project unless such a project idea has first satisfied each party's internal

processes and procedures, and earned formally authorized approval.

TERM

June 2020 – June 2022.

RESPONSIBILITIES AND EXPECTATIONS

The following are highlights of each Party's responsibilities and expectations.

Summary of Responsibilities the UCLA Center X IDS Project:

The IDS Project will provide the following training and support across the 2 years of the partnership (2020 - 2022):

1. 78 hours of PD for teachers, including how to implement the curriculum (Years 1-2).
2. 4 hours of PD (complementary) for administrators and/or counselors (2 attendees, Year 1).
3. Full technology package support and maintenance (Years 1-2).
4. Virtual office hours throughout the year (Years 1-2).

For additional details on plan options and cost, see the ***IDS 2-Year Partnership Program and Cost Structure*** document in the Addendum below, or at: <https://tinyurl.com/IDS-Partnership-Costs>

Summary of Responsibilities, North Star Charter School:

1. Guarantee that IDS will be offered on your school master schedules in the 2020 - 2022 school year.
2. Support teachers in attending all required IDS professional development sessions (2 summer institutes and 5 follow-ups throughout the year).
3. Work with counselors and teachers to recruit students to enroll in IDS.
4. Ensure that students are programmed/committed to IDS for the entire year. Programming students into the course after the third week of school is discouraged, as they will not have acquired the necessary foundational material to succeed in the course.**
5. Implement the IDS curriculum with fidelity.
6. Support students' use of their **own mobile devices** on campus for data collection purposes.
7. Guarantee a daily 1:1 computer-to-student ratio (at minimum) in a computer lab setting to code and analyze data.*
8. Commit to the IDS 2-Year Partnership Cost Structure (see Addendum).

9. Meet all the requirements to offer a new course such as UCOP submission, school board approvals, and internal district processes and procedures prior to the start of the 2020 - 2022 school year.

*Students will be learning to code. Therefore, sharing computers is not an option. Each student must have a desktop or laptop computer with updated software and browsers. Tablets are not fully compatible. Home access to computers is not required.

**IDS builds on coding/computer programming skills. Students entering the course after the third week of school will have missed the key component of learning the code in the RStudio labs.

INSURANCE

Each party, at its sole cost and expense, shall insure or self-insure its activities in connection with this MOU and obtain, keep in force and maintain insurance or self-insure as follows:

- a) Commercial Form General Liability Insurance or General Liability Self-Insurance program (contractual liability included) with minimum limits as follows:

1.	Each Occurrence	\$1,000,000
2.	Products/Completed Operations Aggregate	\$2,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	General Aggregate	\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Agreement.

- b) Property Insurance, Fire and Extended Coverage Form in an amount equal to one hundred percent (100%) of the full replacement value of the building in which the Premises are located to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level.

- c) Workers' Compensation as required by California law.

The coverages required herein shall not limit the liability of the parties.

The coverages referred to under a) of this Section shall include the other parties as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of insured party, its officers, agents, partners and employees. Each party, upon the execution of this Agreement, shall furnish the other parties with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to other parties of any material modification, change or cancellation of the above insurance coverages.

INDEMNIFICATION

Each party will indemnify, defend and hold harmless the other, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying, its directors, officers, agents or employees.

RELATIONSHIP MANAGEMENT

Each party shall appoint a representative responsible for the management and development of partnership under this MOU.

Each party shall notify the other in writing of the name and contact details of its Relationship Manager or such person as may be designated in his/her absence.

PUBLIC STATEMENTS

Each Party shall provide appropriate publicity for activities carried out under this MOU, including appropriate recognition of the contributions of the other Party. Any publicity involving the other Party shall be undertaken with due regard for that other Party's concerns. The Parties shall consult from time to time in this regard. Any use of The Regents of the University of California or UCLA logo is prohibited unless prior written approval is received. The Regents of the University of California / UCLA will refrain from using IUSD's logo as well.

TERMINATION RIGHTS

This agreement may be terminated by either party at any time upon written notice to the other party.

(agreement signatures, next page)

AGREEMENT

This document, signed by the Parties' authorized representatives, will serve as confirmation of our mutual understanding and agreement to the terms of this engagement.

Thank you.

AGREED TO BY:

UCLA Center X Introduction to Data Science (IDS) Project

Annamarie Francois
Name (print)


Name (sign)

April 6, 2020
Date

Executive Director, UCLA Center X
Title

School District

Jenna Balch
Name (print)


Name (sign)

June 23, 2020
Date

Chairman of the Board
Title

ADDENDUM:

2-Year Partnership Program and Cost Structure



Introduction to Data Science 2-Year Partnership Cost Structure 2019-2021

Introduction to Data Science

Partnership Commitments	Year 1	Year 2	*Technology Package
<u>Professional Development</u>	<ul style="list-style-type: none">▪ 9 days of PD▪ Emphasis: How to implement curriculum▪ \$6,750 per PD participant	<ul style="list-style-type: none">▪ 4 days of PD▪ Emphasis: Advanced content and skills for teachers▪ \$3,000 per PD participant	<p>Technology access & support for teachers and students:</p> <ul style="list-style-type: none">o Full use of software & server<ul style="list-style-type: none">▪ Mobile data collection app▪ Web application data analysis & visualization toolso Class and data managemento RStudio synchronization with web applicationo Yearly system maintenance<ul style="list-style-type: none">▪ Smartphone app (Android & iOS)▪ mobilizr RStudio packageo Full UCLA tech support<ul style="list-style-type: none">▪ Access to ticketing system▪ Live contact
<u>Technology*</u>	<ul style="list-style-type: none">▪ 2 IDS sections per teacher (minimum commitment)▪ Full Technology Package▪ \$3,990 per section	<ul style="list-style-type: none">▪ 2 IDS sections per teacher (minimum commitment)▪ Full Technology Package▪ \$3,990 per section	
<u>Other Support</u>	<ul style="list-style-type: none">▪ Complementary 4 hours of PD for 2 administrators and/or counselors▪ Monthly virtual office hours▪ LOCUS assessment access	<ul style="list-style-type: none">▪ Monthly virtual office hours▪ LOCUS assessment access	



**AGREEMENT
FOR
CONSULTANT SERVICES
UCLA**

Graduate School of Education & Information Studies

North Star Charter School herein after referred to as The District, and The Regents of the University of California on behalf of the Introduction to Data Science (IDS) Project/UCLA GSE&IS Center X, hereinafter referred to as Consultant, enter this agreement this **6th** day of **April 2020** and mutually agree as follows:

1. The District requires from time to time the services of a consultant in curricular areas.
2. The Consultant is a professional and is qualified to perform the services in the area of **Professional Development-Introduction to Data Science (IDS)** required by this agreement.
 - a. **Description of Services**
Develop and enhance teacher's content knowledge and instructional strategies aligned with the California Board of Education adopted standards and frameworks.
 - b. Expand statewide opportunities for professional development by developing a network of teacher leaders who are capable of assuming leadership roles in their profession.
 - c. Improve the achievement of students in low performing schools through the development of partnerships.
 - d. Develop and maintain professional education communities that create opportunities for teacher networking and learning.
3. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent or employee of the District and he/she will not present himself/herself as an officer, agent or employee of the District.
4. UNIVERSITY shall defend, indemnify, and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.
5. **North Star Charter School** shall defend, indemnify, and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performances of this Agreement but only in proportion to and to the extent such as liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **North Star Charter School** its officers, employees or agents.
6. This agreement is effective **July 2020** and shall continue in effect until terminated on **June 2022** and shall not exceed the sum of **\$17,730 for 2 years** (2020-2022) for training and support for IDS curriculum implementation (54 hours of PD in Year 1; 24 hours of PD in Year 2; virtual office hours throughout the partnership (Years 1-2). See MOU for a more detailed description of services and cost structure, or go to the **IDS 2-Year Partnership Program and Cost Structure** document: <https://tinyurl.com/IDS-Partnership-Costs>

The fee shall be paid by The **North Star Charter School**. The fee includes coordinator fees, presenter fees, and presentation materials.

7. Consultant will provide the School/District with a bill for services performed and payment will be based on days of service actually performed. The school/district will be billed in the following manner: see **Payment Schedule** below. Checks will be made payable to Regents of UC upon receipt of an invoice. *Payment is due upon receipt of a UC invoice.*

Payment Schedule:

Invoice #1: December 2020	Amount: \$5,730
Invoice #2: June 2021	Amount: \$5,730
Invoice #3: December 2021	Amount: \$3,495
Invoice #4: June 2022	Amount: \$3,495

8. Cancellation Policy: The district must notify the consultant at least 48 hours in advance of canceling a service. A fee of 50% of the contracted amount will be charged to the district if the service is cancelled within less than 48 hours.
9. UCLA's Federal Taxpayer Identification Number is 95-6006143
10. Please note that our Vendor Number is: 1000004459 UC REGENTS UCLA CENTER X
11. Professional Development:
Specific Dates: TBD
As noted in the ***IDS 2-Year Partnership Program and Cost Structure*** document (<https://tinyurl.com/IDS-Partnership-Costs>), a total of 13 days (78 hours) of professional development (PD) will be offered to district partners for the contractual period (2020-2022):

Year 1 (2020-2021): 9 days/54 total hours of IDS PD

- 3 days (18 hours) of PD in June 2019
- 2 days (12 hours) of PD in August 2019
- 4 follow-ups (6 hours each, 24 hours total) during the 2020-21 academic year
- **\$6,750 per PD participant**

Year 2 (2021-2022): 4 days/24 hours of PD

- Focus: Advanced content and skills for teachers
- **\$3,000 per PD participant**

Technology: See ***IDS 2-Year Partnership Program and Cost Structure*** document (<https://tinyurl.com/IDS-Partnership-Costs>) for details of Full Technology Package:

Year 1 (2020-2021): Full Technology Package

- Minimum commitment: 2 IDS sections per teacher
- **\$3,990 per section**

Year 2 (2021-2022): Full Technology Package

- Minimum commitment: 2 IDS sections per teacher
- **\$3,990 per section**

1 Teachers:	Reseigh, Analee		
	Price per Teacher	# of Teachers	
PD Year 1 (2020-2021)	\$6,750.00	1	\$6,750.00
PD Year 2 (2021-2022)	\$3,000.00	1	\$3,000.00
		Total =	\$9,750.00
Technology Sections:			
	Price per Section	# of Sections	
Tech Year 1 (2020-2021)	\$3,990.00	1	\$3,990.00
Tech Year 2 (2021-2022)	\$3,990.00	1	\$3,990.00
		Total =	\$7,980.00
	PD + Technology	Total =	\$17,730.00

Contact: Eric Dickelman
Business Manager
edickelman@northstarcharter.org

IDS Contact Person
Melissa Andersen
mandersen@northstarcharter.org

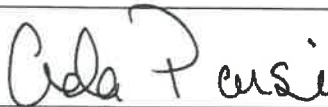
Address: North Star Charter School
839 N. Linder Rd.,
Eagle, Idaho 83616
208-939-9600

Provider:
The Regents of the University of California
UCLA Graduate School of Education
& Information Studies-Center X | PROJECT

Address: UCLA-Center X
Attn: Fiscal Unit
1320 Moore Hall
Box 951521
Los Angeles, CA 90095
Phone: 310-825-0862
Fax: 310-267-4751

Approved by UCLA Center X:

Annamarie Francois/Ada Parsi
Print Name



Authorizing Signature

Date: 04/06/2020

Executive Director/Director of Business Administration
Title

Approved by School District

Jenna Balch
Print Name


Jenna Balch (Jun 23, 2020 13:07 MDT)
Authorizing Signature

Date: June 23, 2020

Chairman of the Board
Title