

Memorandum

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To: NS Board  
From: SC  
Date: 5/17/2021  
Subject: Contracts

1. The following is a facility contract for the Board to approve on 5/20/2021:

**Approve:**

Treasure Valley Karate Booster Club 9/24/2021-9/25/2021 \$25/hr or \$200 /day  
Karate Tournament

Approval:

Megan Beglinger	CAS Coordinator	9/1/20-5/30/21	\$1,000
Richard Baranco	School Site Security/Facilities Management	5/3/21-6/15/21	\$35/hour

# NORTH STAR CHARTER SCHOOL

## FACILITY USE AGREEMENT (GYM)

This AGREEMENT is entered into this 20<sup>th</sup> day of April, 2021 by and between Treasure Valley Karate Brawl Club (the "User Organization"), for itself and its heirs, executors, administrators, related entities and assigns, and NORTH STAR CHARTER SCHOOL a public charter school and Idaho non-profit corporation (the "School")

### RECITALS

WHEREAS, School has agreed to lease the User the use of School facilities on September 24 and 25, 2021 starting at 6:30 p.m. on the 24<sup>th</sup> through to 8:00 p.m. on the 25<sup>th</sup>; the specific use of School facilities is as follows:

Karate Tournament

1. **Facility Usage:** User organization's usage of the facility to include:

- a. Practice and competitions using the Gym on the designated days and times based on availability with school activities having first priority. The Fee for use is \$25/hour or \$200/day.
- b. The undersigned further agrees that:
  - i. The User organization and all of its officers, agents, employees, and participants shall be responsible for the conduct of all persons present and for any damage, loss, disappearance, or breakage of school property or injury to any persons involved in the activity or purpose of this agreement during the use/rental period or reasonable extension thereof.
  - ii. No persons are allowed to enter into other parts of the school building beyond those areas listed in this Contract
  - iii. No food or drinks other than water are allowed in the gym. No Glass containers
  - iv. The User organization shall be responsible for picking up after the activity and leaving the facility in the same clean state as when first entering the facility. A deposit for cleaning shall be paid in advance if set forth above or added if maintenance is not completed to the satisfaction of School.
    1. Equipment and furnishings replaced in original location
    2. Food tables disinfected and wiped dry
    3. Floors in eating area swept and mopped.
    4. Garbage removed to outdoor bin
    5. Restroom paper picked off of floor
  - v. While using the facility referenced within this Agreement, User organization agrees to follow all COVID related rules, practices and protocols as they relate to social distancing, conducting practices, face coverings, attendees to events within the facility, and any and all other COVID rules, practices and protocols as delineated by the Idaho Central District Health Authority (CDHA). Those rules, practices and protocols are hereby incorporated by reference within this Agreement.
  - vi. Advertising for the activity shall clearly indicate the name of the sponsoring organization with North Star Charter School listed only as the place where the activity will be held and not as a sponsor of the event or activity. A copy of any advertising shall be provided to the North Star Athletic Director prior to the use of the facilities.
  - vi. School may at any time deny or refuse to grant any application or cancel, without liability, any use/rental contract whenever the use, in the reasonable judgment of the school administration, athletic director, or Board of Directors determines that the use of the facility presents or may present an unreasonable danger to the health or safety of persons, or property, or may be in violation of or contrary to applicable federal, state, or local law, or otherwise not in the best interest of North Star Charter School.

2. **Usage Fee.**

- a. The User fee shall be \$200.00 for this event. These fees shall be payable to North Star Charter School and such fees shall be payable upon receipt of monthly invoice
- b. All ordinary expenses incurred by User with respect to this contract shall be the sole responsibility of the User

3. **Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed as a related party between the School and User. User is an independent contractor and not a related party to the School or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due User for the use of the School facility described herein. User will not represent to be or hold itself out as a related party to the School. Any and all sums subject to any tax deductions, if required to be withheld and/or paid under any applicable state, federal or municipal laws shall be User's sole responsibility and User shall indemnify and hold School harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments

4. **Confidentiality.** In the course of facility usage, the parties recognize that User may come in contact or become familiar with information which the School or its subsidiaries or affiliates may consider confidential. User agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate School personnel or their designees.

5. **Term.** This Agreement shall commence on ~~November 9, 2020~~ <sup>April 20, 2021</sup> and shall terminate on ~~SEPT 24 2021~~ unless earlier terminated upon ten (10) days written notice by School or by the User. This agreement may be renewable based on mutual agreement of the additional Term, User Fee and specific use of the facility, as recited in Section 2, above.

6. **User's Taxpayer I.D. Number.** The taxpayer I.D. number of the User is 84-4536760. The User covenants that it maintains all valid licenses, permits and registrations to perform for the intended usage of the facility, as required herein.

6. **Insurance and Background Check.** The User will carry general liability, automobile liability, and employer's liability insurance in the amount of not less than \$1,000,000.00 per occurrence. In the event the User fails to carry such insurance it shall indemnify and hold harmless School, its agents and employees from and against any damages, including bodily injury or death to any person who is on the School property as a result of the User's activities, claims and expenses arising out of or resulting from activities conducted by User and its agents or employees. In addition, the User shall name North Star Charter School and its Board of Trustees as 'additional insured' on such policy

8. **Representations and Warranties.** The User will make no representations, warranties, or commitments binding the School without the School's prior consent

9. **Legal Right.** User covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. User shall indemnify and hold harmless the School from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically and to terminate all obligations of the School to pay any amounts which remain unpaid under this Agreement

10. **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.

11. **Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below

1. **Notices as to User:**

2. **Notices to the School:**

Eric Dickelman  
North Star Charter School,  
839 N Linder Rd, Eagle, Idaho,  
83616  
[edickelman@northstarcharter.org](mailto:edickelman@northstarcharter.org)



12. **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.

13. **Miscellaneous**

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


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

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

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

AGREED:

Date: 5-20-2021

  
\_\_\_\_\_  
Jenna Balch (Apr 22, 2021 17:31 MDT)  
Trustee, North Star Charter School

  
\_\_\_\_\_  
User Organization

  
\_\_\_\_\_  
Attest Secretary of the Board      4-21-2021  
Date

#### Attachment A - COVID Protocols

While using the facility referenced within this Agreement, User organization agrees to follow all COVID related protocols as they relate to social distancing, conducting practices, face coverings, attendees to events within the facility, and any and all other COVID practices and protocols as delineated by the Idaho Central District Health Authority (CDHA). Those rules, protocols and processes are hereby incorporated by reference within this Agreement.

## STATE OF IDAHO: CHARTER SCHOOL SUPPLEMENTAL CONTRACT

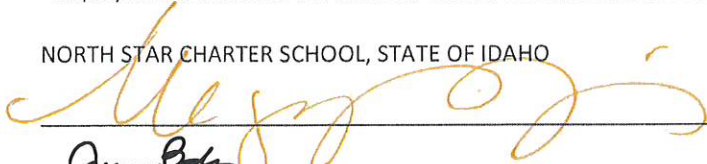
THIS CONTRACT, made this 5<sup>th</sup> day of May year of 2021, by and between North Star Charter School in Eagle, Idaho ("the School"), and Megan Beglinger ("the Employee").

### WITNESSETH:

1. The School hereby contracts to hire the Employee to perform an extra duty assignment or extra days as provided in the job description as CAS Coordinator for a period of 12 months, beginning on September 1, 2020 and extending to May 30, 2021, at the compensation rate or fixed amount of One Thousand Dollars (\$1,000) until this Contract has been fulfilled. Said compensation shall be paid in lump sum on May 15, 2021 for the performance of the extra duty assignment or extra days stated herein.
2. The Employee will, at all times, faithfully perform all of the duties that may be required pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the District. Such duties shall be rendered at District premises and such other place or places as the School shall in good faith require or as the interests, needs, business or opportunity of the District shall require.
3. The Terms of Employment of this Contract shall remain in effect for the period set forth above and concerns the extra duty described herein. This Contract is separate and apart from any certificated employee's regular duties and any Category 1, 2, 3, Renewable, or Retired Certified Personnel Contract.
4. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the School which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein, and that no property rights attach to this Contract beyond the term of this Contract. It is further understood that this Contract excludes any expectation of employment beyond the terms given herein, and the procedural requirements of Section 33-515A, Idaho Code.

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

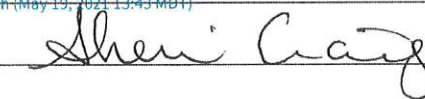
NORTH STAR CHARTER SCHOOL, STATE OF IDAHO



CERTIFIED PERSONNEL

  
Jenni Bolch (May 19, 2021 13:43 MDT)

CHAIRMAN, BOARD OF DIRECTORS

Attest: 

ADMINISTRATOR OR CLERK

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

This INDEPENDENT CONTRACTOR AGREEMENT is entered into this 30th day of April by and between **Richard Baranco** (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. School Site Security and Facilities Management**

**2. Compensation, material expenses and billings.**

- a. The Consultant shall be paid for performance of 1(a) above, at the rate of **\$35 per hour**,
- b. The School agrees to provide resources which are deemed, by both parties, to be reasonable, customary and necessary in order for Consultant to perform school site security.
- c. The Consultant agrees to provide a detail monthly time record, as mutually agreed, to the Finance Office on or before the **fifth (5<sup>th</sup>)** 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 (25<sup>th</sup>)** 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 or about **May 3, 2021** and shall terminate on or about **June 15, 2021**, 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 ID 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 agrees to 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 agrees to submission to the State Department of Education Background Process, for the purpose of undergoing a background check. The Consultant represents that in the event this check is conducted Consultant shall meet the minimum standards set forth by the School.

**8. Competent Work.** All work will be done in a competent and professional manner 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 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:

2. Notices to the School:

**Eric Dickelman**

**Business Manager**

**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.**

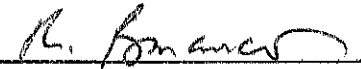
**a. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless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

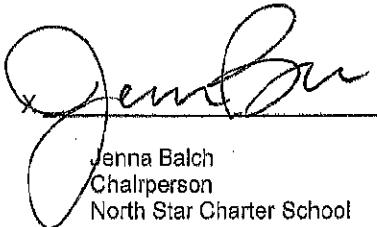
**b. Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and the School and to the School's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, 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.

AGREED:

X  Date: 05/03/2021

X  Date 5/3/21  
Jenna Balch  
Chairperson  
North Star Charter School