# **MEMORANDUM**

To: Board From: GSC Date: 1/23/19

Subj: Contracts for Approval

1. The following contracts for Board action on 1/23/19:

# Approve:

# Vendor:

A. Regence - Healthcare renewal 2-1-19 thru 1-31-20

 Estimated Gross Premium 19-20
 \$867,461

 Gross Premium 2-1-18-thru 1-31-19
 \$871,095

 Net savings
 \$3,634

\$2,298

\$1,058

# Facilities:

A. City of Eagle Spring break use of Choir Room (Revised) 3/25-29/2019(REVISED) \$300

# Athletics:

# Supplemental:

B. Shad Bertsch

A.	Trevor Holladay	8 <sup>th</sup> Grade Boys Basketball	\$1,410
В.	Sumner Button	7 <sup>th</sup> Grade Boys Basketball	\$1,058
			, ,
	Coaches:		
A.	Ryan Baxter	High School JV Boys Basketball	\$2,300

High School JV Girls Basketball

C. Colin Andersen 7<sup>th</sup> Grade Boys Basketball

Group Name: NORTH STAR CHARTER SCHOOL

Producer: ERIC FILLMORE
Effective Date: February 01, 2019



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employees. In addition, all group entities must be located within the state of Idaho.

- The Idaho portion of groups headquartered outside of Idaho may be written as an Idaho group only in cases that meet the Blue Cross and Blue Shield Association Exception to Headquarters Rule.
- 4. All employees (appearing on the group's regular payroll system) working the contractual minimum hours per week are considered eligible. Temporary, seasonal, substitute employees and/or persons whose earnings are based solely on income reported on IRS Form 1099, may not be considered eligible employees.
- Retirees are not eligible for coverage (except for public employers as required by state laws).

# **Contribution & Participation**

- A. Contribution and Participation Requirements:
  - The minimum employer contribution towards the cost of coverage for employees is 50% of the employee rate. This applies to medical benefits only. For groups purchasing Regence Employee Choice or Multiple Option, the minimum employer contribution of 50% is based on the lowest employee rate.
  - The minimum employee participation is 75% of eligible employees after excluding those waiving due to other qualifying coverage and those currently serving their group's probationary period. However, in no event will we enroll less than 50% of the total eligible group.
  - 3. A waiver of coverage form must be collected for all employees waiving coverage.
- B. Contribution & Participation Enforcement:
  - Regence has the right to non-renew groups who do not meet the minimum employer contribution and employee participation requirements noted above.
  - Employer contribution and employee participation levels will be reviewed at the time of renewal.
  - Participation requirements must be met for dental.

# Regence Employee Choice

- 1. Benefit riders must match when applicable.
- Pharmacy coverage is required on all products offered on Regence Employee Choice.

- The same pharmacy benefit must be purchased for all Classic products.
- The same pharmacy benefit must be purchased for all Revive products.
- 5. The same pharmacy tier must be purchased for all products when applicable.
- When offered, only one dental option can be purchased per group.
- A maximum of 5 medical products may be purchased.
- 8. A minimum of 2 medical products must be purchased.
- 9. A minimum enrollment per product is not required.
- Employee class distinctions may not be utilized to differentiate hours worked or benefit packages.

# **Multiple Option**

- 1. A maximum of 3 medical products may be purchased.
- 2. A maximum of 2 networks may be selected.
- 3. A selected network must apply to all plans.
- 4. When offered, only one dental option can be purchased per group.
- 5. Minimum enrollment for groups requesting an Innova or Classic multiple option is 15 enrolled employees.
- Minimum enrollment for groups requesting an Innova or Classic multiple option that includes an HSA product, or an HSA multiple option is 10 enrolled employees.
- 7. Minimum of 2 employees must be enrolled on each multiple option product offering.
- 8. Multiple options are not allowed with Revive or Lite plan offerings.
- 9. HSA Healthplan 2.0 cannot be combined with HSA Healthplan 3.0 in a multiple option offering.
- 10. Innova and Classic plans with similar benefit levels cannot be combined in a multiple option offering.
- 11. Benefit riders must match when applicable.
- 12. Pharmacy benefit must be the same for all Innova and Classic options.
- 13. The same pharmacy tier must be purchased for all products.
- 14. Employee class distinctions may not be utilized to differentiate hours worked or benefit packages.

Overall Rate Change for Group

% Change of Medical / Rx Rate: % Change of Dental Rate:

N/A N/A

% Change of Total Rate:

N/A

**Group Name:** 

NORTH STAR CHARTER SCHOOL

Producer: **Effective Date:**  **ERIC FILLMORE** 

February 01, 2019



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Network	Preferred
Benefit Category	Regence Innova
Base Medical	Innova Unlimited Visits, \$20/35 Copay, \$750 Ded, 20/40/40 Coins, \$3500 OOPM Maternity
Pharmacy	Generic \$5, Pref Brand \$25, Brand \$50, OOPM Combined with Medical, \$0 Ded
Riders (Optional)	EAP - 4 visits
Riders (Optional)	Choice Vision
Mental Health and Substance Use Disorder	Mental Health and Substance Use Disorder - Copay Applies
Maternity	Maternity

Medical Rates		
	Rate	Count
Employee	\$597.50	35
Employee/ Spouse	\$1,254.90	1
Employee/ 1 Child	\$836.40	4
Employee/ 2+ Child	\$1,194.70	8
Family	\$1,851.60	3

Rate Summary			
	Premium Amount	Employer Contribution	Employer Responsibility
Employees	\$30,472.50	80.00 %	\$24,378.00
Dependent	\$10,152.90	0.00 %	\$0.00
Total	\$40,625.40		\$24,378.00

Final rates are subject to change if the group's enrolled census and other underwriting criteria are different from the census and assumptions used in developing the rates. For a complete list of rating assumptions, please refer to the Underwriting Assumptions document.

I acknowledge this rate sheet includes a summary of the benefit plan selected and rates associated with this plan for the effective date indicated. I understand this summary does not provide a full description of the benefit plan selected and that the complete details of the plan can be found in the contract.

c.	n	-	~	ha a	-	

Date: 1.29.18

**Group Name:** 

NORTH STAR CHARTER SCHOOL

Producer: **ERIC FILLMORE Effective Date:** February 01, 2019



Network	Preferred
Benefit Category	Regence HSA Healthplan 2.0
Base Medical	HSA 2.0 - \$1,500 Ind / \$3,000 Fam Ded, 20/40/40 Coins, \$5,000 Ind / \$10,000 Fam OOPM, Maternity
Pharmacy	Combined with Medical (Optimum Value Medication List - Deductible Waived)
Riders (Optional)	EAP - 4 visits
Riders (Optional)	Choice Vision
Mental Health and Substance Use Disorder	Mental Health and Substance Use Disorder - Deductible and Coinsurance Apply
Maternity	Maternity

Medical Rates		
	Rate	Count
Employee	\$465.70	35
Employee/ Spouse	\$978.10	1
Employee/ 1 Child	\$651.90	4
Employee/ 2+ Child	\$931.10	8
Family	\$1,443.00	3

Rate Summary			
	Premium Amount	Employer Contribution	Employer Responsibility
Employees	\$23,750.70	80.00 %	\$19,000.56
Dependent	\$7,912.30	0.00 %	\$0.00
Total	\$31,663.00		\$19,000.56

Final rates are subject to change if the group's enrolled census and other underwriting criteria are different from the census and assumptions used in developing the rates. For a complete list of rating assumptions, please refer to the Underwriting Assumptions document.

I acknowledge this rate sheet includes a summary of the benefit plan selected and rates associated with this plan for the effective date indicated. I understand this summary does not provide a full description of the benefit plan selected and that the complete details of the plan can be found in the contract. William -

Signature:

Date: 1-29-13

# Regence BlueShield of Idaho, Inc. is an Independent

January 8, 2019

NORTH STAR CHARTER SCHOOL Attn: Group Administrator 839 N LINDER RD EAGLE, ID 836164427

Renewal Effective Date: February 1, 2019

Group Number: 60019234

Dear Group Administrator:

Regence BlueShield of Idaho, Inc., is a mutual insurance company. Therefore, policyholders of Regence BlueShield of Idaho are entitled to vote at the annual meeting on matters of corporate business, including election of the Board of Directors.

A policyholder wishing to be represented by proxy at the annual meeting may designate the Board of Directors of Regence BlueShield of Idaho as the policyholder's proxy by reading, signing and returning this form.

Sincerely,

D. Jeffrey Fox, Ph.D. Chair of Board

# **Official Proxy Notice**

If you wish to designate the Board of Directors of Regence BlueShield of Idaho as your Proxy
Here is all you do...

- 1. Read the official proxy notice below in its entirety.
- 2. Sign and date the form.
- 3. Return to Regence BlueShield of Idaho, P.O. Box 1106, Lewiston, ID 83501.

I hereby appoint the Board of Directors ("Board") of Regence BlueShield of Idaho as my proxy to act on my behalf at all annual meetings of the policyholders of the Company. This appointment shall include such persons as the Board may designate by resolution to act on my behalf. This proxy gives the Board, or its designee, full power to vote for me on all matters that may be voted upon at annual meeting. This proxy shall remain in effect for three years, or until revoked in writing or by termination of membership in the company.

**Employer Signature** 

Date

# REQUIRED INFORMATION FOR FEDERAL REFORM

Instructions: In order to calculate information required under the Affordable Care Act (ACA), please use the following formula to determine the average number of employees for **2018**:

Sum of total number of employees for each month (January through December) divided by 12. Please note we are required to collect this information for all groups insured in 2018.

The employee count should include employees from any affiliated company, business owners, corporate officers, full time employees, part-time employees, partners, seasonal workers, union employees and employees who work outside the state of Idaho.

# **Average Number of Employees Request Form**

Group Name: NORTH STAR CHARTER S	SCHOOL	
Group Number 60019234	113	
Average Number of Employees for 2018:	110	
I, Weth Stor Charter School accurate.  Employer Signature  Amy Weber  Print Name	(Employer) do hereby certify that the informa    1 24   19   Date	tion provided above is

Please return this form by email or fax:

- · E-mail to MLR@Regence.com. Be sure to indicate your name and title
- Fax to (208) 333-7888

Or

Return by mail with your renewal documents

Please contact us at (208) 395-7774 if you have any questions.



# Summary of Benefit Changes and Contract Language Clarifications

Regence BlueShield of Idaho, Inc. is an Independent Licensee of the Blue Cross and Blue Shield Association

# Idaho Fully Insured 51+ Sized Groups

inconsistency between this Summary of Changes and the Booklet, Policy, Plan, Summary Plan Description or Endorsement the terms of the January 1, 2019 (unless specifically noted otherwise). Unless otherwise noted, all changes were put into effect by Regence. If there is any Booklet, Policy, Plan, Summary Plan Description or Endorsement will prevail. Changes identified as customizable will be automatically This comparison summarizes the substantive revisions that will be made to group products effective with the first renewal on or after implemented at renewal unless specifically declined prior to the renewal effective date.

	Type of change	Administrative update			State mandate				
4/2010	61042	The following condition was added: Administrative update	The requested cancellation of coverage date is no more than 60 days prior to the date we receive	the request.	Groups with Mental Health Substance Use Disorder coverage—added coverage for ABA Therapy.	Substance Use Disorder coverage – added coverage for inpatient and	Disorder treatment, including ABA Therapy.	Added coverage for inpatient and outpatient autism spectrum	usorder treatment including ABA therapy services, physical therapy, occupational therapy and speech therapy.
1/2018	Retroactive Termination of	Members	Groups may retroactively terminate coverage for a member, if certain conditions are met.		Substance Use Disorder coverage — Autism Spectrum Disorder benefits covered except for Applied	Groups with no Mental Health Substance Use Disorder coverage	Autism Spectrum Disorder services are excluded, including ABA Therapy.	Autism Spectrum Disorder services are excluded, including ABA Therapy.	
Benefits	Administration of Retroactive	l erminations	Applies to all plans	Autism Spectrum Disorder	Applies to all plans, except Revive			Applies to Revive plans	



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Type of charge	Cost		E Language update
1/2019	Detoxification treatment from INN / Category 1 providers will be covered at the INN / Category 1 cost shares, which vary by plan.  Detoxification treatment from OON / Category 2 and 3 providers will be covered at the regular plan cost shares, which vary.	(Emergency Detoxification will continue to be covered under Emergency Room benefits at the In-Network / Category 1 cost shares.)	Clarified the Assisted Reproductive Technologies exclusion to address that the following services are also not covered: cryogenic or other preservation, storage, and thawing (or comparable preparation) of egg, sperm, or embryo.
1/2018	Detoxification treatment was covered at In-network (INN) / Category 1 cost shares, even if the provider was Out-of-Network (OON) / Category 2 or 3.	Mr. J.	ve to not cover any assisted reproductive technologies (including, but not limited to, in vitro fertilization, artificial insemination, embryo transfer or other artificial means of conception), or associated surgery, drugs, testing or supplies, regardless of underlying condition or circumstance.
Benefits	Detoxification Applies to all plans, except Revive	Exclusions - Assistad	Reproductive Technologies Applies to all plans





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Benefits			
	8L07/1	1/2019	
Exclusions – Medical	Services Welle not a covered		I ype of change
Applies to all plans	benefit, but a specific exclusion was not stated.	Services for Administrative or Qualification Purposes	Language update
	Derect 664	state that we do not cover services for physical or mental examinations, and associated services such as laboratory or similar tests, that are primarily for administrative or qualification purposes.  (Examples: For purposes of employment or sports exams).	
		Wigs	
		Added exclusion to specifically state that we do not cover wigs or other hair replacements regardless of the reason for hair	
Gene Therapy and Adoptive	Covered under the T	loss or absence.	
Applies to all plans	benefit category.	which includes a travel benefit, for gene therapy and adoptive cellular therapy when treatment is provided by a Center of Excellence (COE) provider.  Services received from non-COE providers will be covered at 90%-member cost share and does not apply to the OOPM.	Benefit update



	Cost share update	Cost share update	Benefit enhancement	Benefit update	Benefit enhancement	Cost share update
1,0040	orage will deductible.	OON / Category 3 coverage will Canow be subject to the deductible.	Added immunization coverage for B purposes of travel, occupation or residency in a foreign country at regular plan cost shares. This benefit is available to services recelved in a provider's office or at a pharmacy.	nizations are excluded.	Expanded palliative care coverage B to be available to members in remission or with a life-limiting injury, in addition to members with serious illness.	drugs less than hatton from a mail pharmacy (regardless PA will apply. drugs over \$500 per A will apply.
1/2018	FNetwork viders	Deductible from Out-of-Network OON / Category 3 providers waived.	Immunization coverage for purposes of travel, occupation or residency in a foreign country was not a covered benefit.	Immunizations for the purposes of travel, occupation or residency in a foreign county at regular plan cost shares.	Coverage was only available to those members with a serious tilness.	Compounds covered at Non-Preferred Brand cost share after Pre-Authorization (PA).
Benefits	Immunizations and Preventive Care - Affordable Care Act (ACA) Applies to HSA 2.0 and 3.0 plans	Immunizations Outside of Affordable Care Act (ACA) Applies to HSA 2.0 and 3.0 plans	Immunizations Outside of Affordable Care Act (ACA) Applies to all plans, except Engage (101+) and HSA 2.0	Outside of e Act (ACA) age (51-100) and		Pharmacy – Compounds Applies to all plans



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Benefits	1/2018	412040	
Pharmacy – Controlled Substance Refile	Administered the Refill Too Soon	Revised the RTS limit to prove	Type of change
Applies to all plans	(KIS) at 75% refill.	Schedule 2 & 3 drugs (drugs that have a high potential for abuse).	Administrative update
Pharmacy - Manufacturer	Mombar		
Coupons	drug manufacturer coupon could	Member cost-sharing paid with a	Cost share undate
Applies to all plans	have been credited towards the Out-of-Pocket Maximum (OOPM)	apply to the OOPM.	
Pharmacy Exclusions			
Applies to all plans	veriain prescription medications were not a covered benefit, but a specific exclusion was not stated.	Added specific pharmacy exclusions such as: bulk powders, diagnostic agents, general anesthetics modical food	Language update
		prescription medications found to be less than effective under Drun	
		(DESI), some of which may be covered under Medical Bounds.	
Pharmacy Exclusions Dian	0 0 0		
Cost Prescription Medications with Lower Cost Alternatives Applies to all plans, except	High cost prescription medications that have lower cost alternatives were excluded, unless medically necessary, required pre-authorization	Removed the exception "unless medically necessary". There is no approval or prior authorization available for prescription	Benefit update
Revive contracts do not address this exclusion.		medication that have lower cost alternatives. All prescriptions that have lower cost alternatives will be denied.	
		To see the list of medications, sign into Regence.com, navigate to Pharmacy Benefits, then refer to the Pharmacy Forms, and click on the	
		high Cost Drug Exclusions list,	

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Type of change	Lang	Formulary" Administrative update m tiers.	lan, the nount may hount less fice visit setwork and 2 continue to ar cost at INN / art in Clinics covered at are.  N) Retail continue to cost share.
1/2019	Added clarification that even if a prescription is required by state law to obtain an OTC drug, we will not cover, such as for pseudoephedrine and cough syrup products.	<ul> <li>Changed the term "Formulary"</li> <li>to "Drug List."</li> <li>Eliminated the term</li> <li>"Non-Preferred" from tiers.</li> </ul>	<ul> <li>Depending on the plan, the office visit copay amount less than a traditional office visit cost share from in-Network (INN) / Categories 1 and 2 providers</li> <li>Other services will continue to be covered at regular cost share.</li> <li>Affordable Care Act Preventive services performed at INN / Category 1 and 2 Retail Clinics will continue to be covered at 0%-member cost share.</li> <li>Out-of-Network (OON) Retail Clinic services will continue to be covered at 0%-member cost share.</li> </ul>
1/2018	Over-the-Counter (OTC) medications that by state law require prescription order are excluded.	Various.	Retail Clinic office visits were covered the same as regular office visits.
Benefits	Pharmacy Exclusions – Nonprescription Medications Applies to all plans	Pharmacy – Other Updates Applies to all plans	Retail Clinics Applies to Classic and Innova plans



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Benefits	4/3040		
	01.07/1	1/2019	
Ketail Clinic Definition	Retail Clinic definition not		Type of change
Applies to all plans	provided,	New Retail Clinic Benefit Category added to all plans.	Language update
	TAN MAK	A walk-in health clinic located within a retail operation and providing, on an ambulatory basis, preventive and primary care services. A Retail Clinic does not include an office or independent clinic outside a retail operation, or an ambulatory surgical center, urgent care center/facility, hospital, pharmacy, rehabilitation facility, or skilled murcing facility.	
Right of Reimbursement and		amed fluising facility.	
Subrogation – first paragraph Applies to all plans	"third-party", means any party that is, or may be, or is claimed to be responsible for illness or injuries to You. Such illness or injuries are referred to as "third-party includes any party responsible for payment of expenses associated with the care or treatment of third-barty injuries.	The term "third-party" means any party responsible for your lliness or lnjuries or for health conditions you experience. Such Illness, Injuries or health conditions are referred to as "third-party Injuries." Third-party also includes any party responsible for payment of expenses associated with the care	Language update
Therapeutic Injections	Lifetime limit of three to the	or the desired of third-party Injuries.	
Doses Applies to all plans, except	doses covered under Medical Benefits,	Removed teaching doses benefit. Doses will be covered under Pharmacy with no Ilmit.	Benefit enhancement

# NONDISCRIMINATION NOTICE

Regence complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Regence does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

# Regence:

Provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, and accessible electronic formats, other formats)

# Provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services listed above, please contact:

Medicare Customer Service 1-800-541-8981 (TTY: 711)

Customer Service for all other plans 1-888-344-6347 (TTY: 711)

If you believe that Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our civil rights coordinator below:

# **Medicare Customer Service**

Civil Rights Coordinator MS: B32AG, PO Box 1827 Medford, OR 97501 1-866-749-0355, (TTY: 711) Fax: 1-888-309-8784 medicareappeals@regence.com

**Customer Service for all other plans** 

Civil Rights Coordinator MS CS B32B, P.O. Box 1271 Portland, OR 97207-1271 1-888-344-6347, (TTY: 711) CS@regence.com You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue SW, Room 509F HHH Building Washington, DC 20201

1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

# NORTH STAR CHARTER SCHOOL

# **FACILITY USE AGREEMENT**

This AGREEMENT is entered into this 27th day of November, 2018 by and between City of Eagle P.O. Box 1520, Eagle, Idaho, 83616 (the "User"), for itself and its heirs, executors, administrators, related entities and assigns, and NORTH STAR CHARTER SCHOOL a public charter school and Idaho non-profit corporation (the "School").

# **RECITALS**

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

- User's facility usage to include:
  - a. Full use of the Choir Room, Café for lunch, and access to the secondary student bathrooms. External use of the playground and field is also permitted for students enrolled in the program (cannot exceed 40ppl).
  - b. The undersigned User further agrees that:
    - i. The organization and all of its officers, agents, employees, and participants shall be responsible for the conduct of all persons present and for any damage, loss, disappearance, or breakage of school property or injury to any persons involved in the activity or purpose of this agreement during the use/rental period or reasonable extension thereof.
    - No persons are allowed to enter into other parts of the school building beyond those areas listed in this Contract
    - iii. No food or drinks other than water are allowed outside of the cafeteria. No Glass containers
    - iv. The organization shall be responsible for picking up after the activity and leaving the facility in the same clean state as when first entering the facility. A deposit for cleaning shall be paid in advance if set forth above or added if maintenance is not completed to the satisfaction of School.
      - Equipment and furnishings replaced in original location.
      - Food tables disinfected and wiped dry.
      - 3. Floors in eating area swept and mopped.
      - 4. Garbage removed to outdoor bin.
      - Restroom paper picked off of floor.
    - v. Advertising for the activity shall clearly indicate the name of the sponsoring organization with North Star Charter School listed only as the place where the activity will be held and not as a sponsor of the event or activity. A copy of any advertising shall be provided to the North Star prior to the use of the facilities.
    - vi. North Star Charter School may at any time deny or refuse to grant any application or cancel, without liability, any use/rental contract whenever the use, in the reasonable judgment of the school administration or Board of Directors determines that the use presents or may present an unreasonable danger to the health or safety of persons, or property, or may be in violation of or contrary to applicable federal, state, or local law, or otherwise not in the best interest of North Star Charter School.
    - vii. All groups using the facility shall be assigned one school staff person (Trevor Holladay) to be available to the group for the duration of the reservation.

# 2. Usage Fee.

- a. The User fee shall be as follows: March 25-29, 2019 8am-5pm: Two hundred Fifty dollars (\$250.00) + \$50 Administrative Fee. These fees shall be payable to North Star Charter School and such fees shall be payable upon receipt of invoice.
- b. All ordinary expenses incurred by User with respect to this contract shall be the sole responsibility of the User.
- 3. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed as a related party between the School and User. User is an independent contractor and not a related party to the School or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due User for the use of the School facility described herein. User will not represent to be or hold itself out as a related party to the School. Any and all sums subject to any tax deductions, if, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be User's sole responsibility and User shall indemnify and hold School harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.
- 4. **Confidentiality**. In the course of facility usage, the parties recognize that User may come in contact or become familiar with information which the School or its subsidiaries or affiliates may consider confidential. User agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate School personnel or their designees.
- 5. **Term.** This Agreement shall commence on November 27, 2018 and shall terminate on March 29, 2019, unless earlier terminated upon thirty (30) days written notice by School or by the User. This agreement may be renewable based on mutual agreement of the additional Term, User Fee and specific use of the facility, as recited in Section 2, above.

- 6. Insurance. 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 to the extent allowed by Idaho law. User agrees to provide proof of insurance to School and, to the extent allowed by Idaho law, name School as an additional insured on any such certificates of insurance.
- 7. Representations and Warranties The User will make no representations, warranties, or commitments binding the School without the School's prior consent.
- 8. Legal Rightandindamnia. User has authority to enter into this Agreement. To the extent provided by Idaho law, User agrees to indemnify and hold harmless School, its employees, officials or managers thereof, from all liability for damage by reason of injuries or property damages that may be sustained as a result User's programs and not caused by or arising out of the tortious conduct of School.
- 9. The Waiver Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.
- 10. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below.

## 1. Notices as to User:

Parks and Recreation
City of Eagle
PO Box1520
Eagle, ID 83616
jbradley@cityofeagle.org

# 2. Notices to the School:

Joanna ODonnell
North Star Charter School,
839 N Linder Rd, Eagle, Idaho, 83616
jodonnell@northstarcharter.org

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

# 12. Miscellaneous.

- a. Entire Agreement and Amendments This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- b. Binding Effect Assignment. This Agreement shall be binding upon and shall inure to the benefit of User and the School and to the School's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by User of any of its rights or obligations hereunder and such assignment is expressly prohibited without the prior written consent of the School.
- c. Governing Law, Severability. This Agreement shall be governed by the laws of the State of Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

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

Chairman of the Board North Star Charter School

Date

Date

City of Eagle

Attest Clerk of the Board

- 6. Insurance. 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 falls 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 to the extent allowed by Idaho law. User agrees to provide proof of insurance to School and, to the extent allowed by Idaho law, name School as an additional insured on any such certificates of insurance.
- 7. Representations and Warranties The User will make no representations, warranties, or commitments binding the School without the School's prior consent.
- 8. Legal RightandIndennia. User has authority to enter into this Agreement. To the extent provided by Idaho law, User agrees to indemnify and hold harmless School, its employees, officials or managers thereof, from all liability for damage by reason of injuries or property damages that may be sustained as a result User's programs and not caused by or arising out of the tortious conduct of School.
- 9. The Waiver Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.
- 10. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below.

## 1. Notices as to User:

Parks and Recreation
City of Eagle
PO Box1520
Eagle, ID 83616
jbradley@cityofeagle.org

# 2. Notices to the School:

Joanna ODonnell
North Star Charter School,
839 N Linder Rd, Eagle, Idaho, 83616
jodonnell@northstarcharter.org

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

# 12. Miscellaneous.

- a. Entire Agreement and Amendments This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- b. Binding Effect Assignment. This Agreement shall be binding upon and shall inure to the benefit of User and the School and to the School's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by User of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the School.
- c. Governing Law, Severability. This Agreement shall be governed by the laws of the State of Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

# STATE OF IDAHO CHARTER SCHOOL SUPPLEMENTAL CONTRACT FORM

THIS CONTRACT, made this 7th day of January year of 2019, by and between North Star Charter School in Eagle, Idaho ("the School) and Trevor Holladay.

### 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 for a period of two months and expiring on March 1, 2019.
- 2. 8th Grade Boys Basketball Coach

The School will pay compensation to the coach in the amount of \$1,410. Said compensation shall be paid in two monthly installments on the <u>25<sup>th</sup></u> day of each month for the performance of the extra duty assignment (January 25<sup>th</sup> and February 25<sup>th</sup>).

- 3. 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 School. Such duties shall be rendered at School 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 School shall require.
- 4. 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.
- 5. 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, ADA COUNTY, STATE OF IDAHO

BY

BOARD OF DIRECTORS

Attest:

ADMINISTRATOR OR CLERK

# STATE OF IDAHO CHARTER SCHOOL SUPPLEMENTAL CONTRACT FORM

THIS CONTRACT, made this **7th** day of **January** year of **2019**, by and between **North Star Charter School** in **Eagle**, Idaho ("the School) and **Sumner Button**.

# 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 for a period of two months and expiring on March 1, 2019.
- 2. 7th Grade Boys Basketball Coach

The School will pay compensation to the coach in the amount of \$1,058. Said compensation shall be paid in two monthly installments of \$529 on the 25<sup>th</sup> day of each month for the performance of the extra duty assignment (January 25<sup>th</sup> and February 25<sup>th</sup>).

- 3. 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 School. Such duties shall be rendered at School 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 School shall require.
- 4. 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.
- 5. 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, ADA COUNTY, STATE OF ID	АНО	LAMAN	
EMPLOYEE	Ву	BOARD OF DIRECTORS	, CHAIRMAN
Z .	Attest:	ADMINISTRATOR OR CLERK	elp

# STATE OF IDAHO SUPPLEMENTAL CONTRACT FORM

THIS AGREEMENT, Made this **28**<sup>th</sup> day of **November** year of **2018**, by and between **North Star Charter** School in Eagle, Idaho ("the School"), and **Ryan Baxter** ("the Employee"),

## WITNESSETH:

- 1. The District hereby contracts to hire the Employee to perform an extra duty assignment or extra days as provided in the job description as High School Junior Varsity Boys Basketball Coach for a period beginning on the 31 day of October, in the year of 2018, and extending to the 10<sup>th</sup> day of February, in the year of 2019, at the compensation rate or fixed amount of Two thousand three hundred dollars (\$2,300) until this Contract has been fulfilled. Said compensation shall be paid in 3 monthly installments on the 25<sup>th</sup> day of each month for the performance of the extra duty assignment or extra days, beginning in the month of December in the year of 2018, and ending in the month of February in the year of 2019.
- 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 District shall in good faith require or as the interests, needs, business or opportunity of the
  District shall require.
- 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 District 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 District 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.

Aby County State of Idaho

By BOARD OF TRUSTEES

Attest: SUPERINTENDENT OR CLERK

# **Coaches Services Agreement**

This Independent Contractor (this "Agreement") is made effective as of January 7, 2019, By and between North Star Charter School, of 839 N. Linder RD, Eagle, Id 83616, and Shad Bertsch, of 4259 Old Valley Rd. Eagle Id 83616. 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 January 7, 2019, Coach will provide the following services.

# **Girls Junior Varsity Basketball Coach**

- 2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 2,298.00. Payments will be in three (3) equal monthly installments of \$766, on January 25, February 25, and March 25, 2019.
- 3. **Term.** This agreement shall terminate automatically on April 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 \$chool	100	
By: Toley Rin		
Toby Pinkerman (Athletic Director)	Board of Trustees	
Service Provider:		

Shad Bertsch

By: Chau Butto

Shad Bertsch

# **Coaches Services Agreement**

This Independent Contractor (this "Agreement") is made effective as of January 7, 2019, By and between North Star Charter School, of 839 N. Linder RD, Eagle, Id 83616, and Colin Andersen, of 4144 N. Jullion Way Boise Id, 83704. 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 January 7, 2019, Coach-will provide the following services.

# 7th Grade Boys Basketball Coach

- 2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of 1,058.00. Payments will be in two (2) equal monthly installments of \$529, on January 25 and February 28, 2019.
- 3. Term. This agreement shall terminate automatically on March 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.

- Testa

Party Contracting Services:	1	
North Star Charter School	1 2000	
By: Tokes Ph ?	///////////////////////////////////////	
Toby Pinkerman (Athletic Director)	Board of Trustees	

Service Provider: Colin Andersen

Colin Andersen