



March 1, 2021

North Star Charter School
839 N Linder Rd
Eagle, ID 83616

RE: FY21, FY22, & FY23 Independent Audits

We are pleased to confirm our understanding of the services we are to provide North Star Charter School (the School) for the years ended June 30, 2021, 2022, and 2023. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the School as of and for the year ended years ended June 30, 2021, 2022, and 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement the School's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. As part of our engagement, we will apply certain limited procedures to the School's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. As in prior years, management's discussion & analysis (MD&A) will be excluded. If supplementary information other than RSI accompanies the basic financial statements, we will subject it to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements. Provisions described in this engagement letter relating to a Single Audit, the Uniform Guidance, or the schedule of expenditures of federal awards only apply when the School is subject to a Single Audit.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of the School. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the School's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the School's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the School's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist with preparing the financial statements, schedule of expenditures of federal awards, and related notes of the School in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on the information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1)

access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the School involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, affecting the School received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan and make them ready for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;

(3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (when applicable) that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the School; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Quest CPAs PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Legislative Services Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Quest CPAs PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties

may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Legislative Services Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audits for scheduling/planning purposes in May and to issue our reports no later than September 30th. Kurt Folke, Daniel Coleman, or Timothy Hoyt will be the engagement partner and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We agree that our prices for these services will not exceed:

<u>Service</u>	<u>Description</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
Financial Audit	<i>Financial audit required by Idaho Code</i>	\$8,000	\$8,400	\$8,800
Form 990 Prep	<i>Preparation of Form 990 which is required by IRS to maintain tax-exempt status</i>	\$900	\$950	\$1,000
Additional Services	<i>Additional services - only if needed/requested - see Appendix A</i>			

Our invoices will be rendered each month as work progresses and are payable on presentation. The above prices are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new price estimate before we incur the additional costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign one copy and return it to us.

Very truly yours,

Quest CPAs PLLC

RESPONSE:

This letter correctly sets forth the understanding of the School.

Management signature: 

Title: Chair of the Board Date: 4/15/21

Governance signature*: _____

Title: _____ Date: _____

**If the governing body has delegated this responsibility to management, the governance signature is not required.*

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available as needed. Please contact us if you think your School will be needing assistance with any of them.

<u>Service</u>	<u>Description</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
Single Audit	<i>Additional compliance audit needed if the School spends over \$750K in federal funds</i>	\$2,000	\$2,100	\$2,200
<p>Bond, loan, capital lease (types of leases through 6/30/21) / material (i.e. bus lease and larger) long-term (-> 1 year) lease (types of leases 6/30/22 and after) <u>issuances, conversions, refinances, or refundings</u> and related accounting, financial reporting, and auditing (AFRA). Price is only charged during the initial year of the bond, loan, and capital lease/long-term lease issuance/conversion/refinance/refunding.</p>				
AFRA for new bond, loan, & capital/long-term lease <u>issuances</u>	<i>For new bond, loan, and capital/long-term lease <u>issuances</u>, providing assistance with proper accounting (i.e. preparing appropriate journal entries, using correct funds), financial reporting (i.e. note disclosures, amortization tables, and changes in LT debt tables), and auditing.</i>	\$850	\$900	\$950
AFRA for GASB 87 <u>conversion</u> of existing lease to a long-term lease (6/30/22 only)	<i>For existing lease providing assistance with proper GASB 87 conversion accounting (i.e. preparing appropriate journal entries, using correct funds), financial reporting (i.e. note disclosures, amortization tables, and changes in LT debt tables), and auditing.</i>		\$900	
AFRA for bond & loan <u>refinances</u>	<i>For bond, loan, and capital lease <u>refinances</u>, providing assistance with proper accounting (i.e. preparing appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT debt tables), and auditing.</i>	\$850	\$900	\$950
AFRA for bond <u>advance refundings</u> - (these are the most common and complex refundings)	<i>For bond <u>advance refundings</u>, providing assistance with proper accounting (i.e. preparing appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT debt tables), and auditing.</i>	\$1,650	\$1,700	\$1,750
AFRA for bond <u>current refundings</u> - (these are the less common and simpler refundings)	<i>For bond <u>current refundings</u>, providing assistance with proper accounting (i.e. preparing appropriate journal entries), financial reporting (i.e. note disclosures, amortization tables, and changes in LT debt tables), and auditing.</i>	\$850	\$900	\$950

APPENDIX A – ADDITIONAL SERVICES

The following additional services are available as needed. Please contact us if you think your School will be needing assistance with any of them.

<u>Service</u>	<u>Description</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
AFRA for GASB 75 OPEB (only if school implements this GASB)	For <u>GASB 75 OPEB</u> , providing assistance with proper accounting (i.e. preparing appropriate journal entries), financial reporting (i.e. note disclosures and RSI), and auditing.	\$1,650	\$1,700	\$1,750

The following additional services, if needed, are billed at our standard hourly rate of \$150 / hour. Note: Email/phone questions from clients are still very welcome and free of charge.

Assistance with preparing yearend accrual entries	Assistance with preparing yearend accrual entries to ensure books are recorded in accordance with generally accepted accounting principles and therefore are ready to audit. <u>Note:</u> Minor adjustments (up to 5) are provided free of charge and instructions on how to prepare accrual adjustments (so business managers can do this themselves) is provided free of charge.	Billed at standard hourly rates	Billed at standard hourly rates	Billed at standard hourly rates
Written responses for technical inquiries regarding GASBs or consent disclosures for bond issuances to third parties (i.e. S&P, bond underwriters)	Written responses for technical inquiries regarding GASBs (i.e. 68/75) to third parties (S&P) or consent disclosures for bond issuances for third parties (underwriters) all require documentation and procedures on part of the auditor. <u>Note:</u> Email and phone questions from clients are still very welcome and free of charge.	Billed at standard hourly rates	Billed at standard hourly rates	Billed at standard hourly rates
Other school finance services	We provide a variety of other school finance related services including accounting and financial training (board, business manager, school), agreed-upon procedures (for detailed matters outside the scope of the regular audits), networking / mentoring, etc. - some services are charged and some are not - depending on the service and time expended.	Billed at standard hourly rates	Billed at standard hourly rates	Billed at standard hourly rates

NORTH STAR CHARTER SCHOOL

FACILITY USE AGREEMENT (GYM)

This AGREEMENT is entered into this 20th day of April, 2021 by and between Treasure Valley Karate Breaker (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 24th through to 8:00 p.m. on the 25th; 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~~ ^{APRIL, 2021} and shall terminate on SEPT. 26, 2021 ^{ed} 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

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: _____



Jenifa Balch (Apr 23, 2021 15:58 MDT)
Trustee, North Star Charter School



User Organization



Attest Secretary of the Board 4-23-2021
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.