## **APPENDIX A**

# IDAHO SCHOOL BENEFIT TRUST EMPLOYER PARTICIPATION AGREEMENT

Plan Year: September 1, 2023 – August 31, 2024

This Appendix is incorporated into and part of the Employer Participation Agreement. Defined terms (i.e. capitalized terms such as Trust, and Employer) in this Appendix have the same meanings as in the Employer Participation Agreement.

#### **Employee Participation Requirements**

You must offer participation in the Trust to at least **85%** of your eligible employees. An eligible employee is one who works the required number of hours (on average) per week and who has completed the Employer's required probationary period (not to exceed 90 calendar days). Should the total enrollment of eligible employees fall below the required **85%**, you will be subject to a surcharge or discontinuation at the next renewal date. Existing districts that do not meet this criterion must submit to the Trust office a written plan showing how and when compliance will be accomplished. Eligibility for participation in the plan may be audited at any time.

## **Monthly Contributions**

The Trustees approve the annual amount of the contributions, as determined by a qualified actuary, that are payable by participating Employers. The Trustees have the right to change the contribution amounts and how the amount is determined. By entering into this Agreement, you agree to the amounts that the Trustees have established for your group. You further agree to pay all contributions for the 12-month Plan Year by the due date in each month's invoice and to abide by the Trust's Delinquent Contributions Policy below.

#### **Delinquent Contribution Policy**

Employer and employee contributions are due from the Employer in a timely manner each month. The Employer's account will be considered definquent if payment is not received, in full, by the due date on the monthly invoice. If payment is 30 days late, benefit coverage for the entire Employer group may be terminated back to the last day of the month in which a full contribution was paid. Contributions are due in full; partial payments will not be accepted as full payment. If an Employer leaves the Trust at the end of a Plan Year and has outstanding payments, the Trust is authorized to collect the outstanding payments. If an Employer is terminated during the Plan Year for non-payment or other material failure to comply with the terms of the Employer Participation Agreement, the Employer will still be responsible for paying the remaining contributions through the end of the Plan Year. If an Employer breaches this Employer Participation Agreement by leaving the Trust during the Plan Year, the Employer will still be responsible for paying the remaining contributions through the end of the Plan Year. The obligation to pay all contributions for the full 12-month Plan Year exists to protect the other Employers participating in the Trust and to protect the financial integrity of the Trust. If there is an outstanding balance and the Employer does not bring the account current within 30-days, the Trust is authorized to take legal action to collect the outstanding payments. If an Employer is delinquent or terminated due to non-payment of all or a portion of its contribution, employees and former employees may lose their coverage rights, and such liability will be the responsibility of the Employer.

#### Changes to Benefit Options

The Trustees have the right to make changes to the benefits from time to time, as they deem necessary in the operation and administration of the Trust. You will be notified of such changes, and you agree to notify your covered employees and their dependents within 30 days of receipt of such notice of changes to the benefits.

## Plan Summaries, Policies and Procedures

The Trustees have the authority and right to establish plan documents (including summary plan descriptions and benefit outlines), policies and procedures, as they deem necessary, for the operation and administration of the Trust. Such policies and/or procedures may include rules for minimum waiting periods applied to Employers that leave the Trust and for reserve contributions from Employers that were not recently participating in the Trust. By entering into this Agreement, you agree to abide by the terms and conditions of these documents, policies and procedures.

#### Summary of Benefits and Coverage (SBC)

Employers must complete and return all enrollment/renewal materials, including an SBC attestation of delivery, in a prompt and timely manner to the Trust office (or its designee). Incomplete or delayed enrollment/renewal materials may cause delays in processing and affect the Employer's ability to view SBCs. The Employer must register for access to the Blue Cross of Idaho Employer portal if you are new to the Trust or don't currently have a login. Employers must deliver the SBCs to all eligible employees (even those not enrolled) and dependents for all selected plan options 30 days prior to the start of the new Plan Year. The Employer must promptly notify the Trust office of any changes to coverage or issues regarding SBCs.

## **Employer Benefit Selections**

Group enrollment in the benefit options is available annually for a September 1 effective date of coverage. Employer changes between benefit options are not available during the Plan Year, unless allowed by law and approved by the Trustees.

## **Employer Changes**

You will notify the Trust office in writing within 30 days of any changes to your waiting periods, eligibility requirements, or other information described in this Agreement. These changes, if approved by the Trustees (or their designee), will be effective the first of the month following receipt of the notice to the Trust office. Employees hired before the effective date of the change will remain subject to the previous rules set by the Employer for the remainder of the Plan Year.

#### Changes in Employee Information, Eligibility or Enrollment

Within 30 days following the event, you must notify the Trust office (or its designee) of any of the following changes:

- Change to an employee's or dependent's address.
- Change in enrollment or eligibility, including but not limited to:
  - o termination of employment or reduction in hours.
  - o employee's death or entitlement to Medicare.
  - o ineligible dependents if participating Employer is notified.
  - o newly eligible dependents due to marriage, birth, or adoption.
- Leave of absence, including when an employee takes an FMLA leave or a USERRA leave, or fails to return to covered
  employment from an FMLA leave or a USERRA leave.
- · Receipt of Qualified Medical Child Support Orders.

The Employer will be responsible to reimburse the Trust for any claims paid on behalf of ineligible employees and/or their dependents that result from a failure of the Employer to notify the Trust in a timely manner of changes or terminations. In addition, the Employer will be responsible to reimburse the Trust for any claims paid on behalf of ineligible employees and/or their dependents that are covered because of incorrect information.

#### Leaves of Absence

The Trust office must receive notified, in writing, containing the employee's name, the date the leave was granted, and the length of the leave within 30 days of the date of the leave event. A leave of absence can only be allowed when an employee is experiencing a personal or medical situation that is requiring the employee to be off the job for an extended period or for an employee that is working reduced hours, but not separated from the Employer. The Employer is responsible for contribution payments for the entire length of the leave of absence.

#### **Open Enrollment**

The Employer agrees to provide an open enrollment each year to all eligible employees prior to a September 1 effective date. During open enrollment, an employee or dependent who was not enrolled when he or she first became eligible, or as allowed under special enrollment conditions, may be enrolled, and enrollees may change plans if the Employer offers a dual choice.

#### **COBRA**

An Employer is subject to COBRA during the current calendar year if the Employer employed 20 or more employees on more than 50% of its typical business days in the preceding calendar year. This number is based on the total number of employees, not the number of employees covered. Part-time employees are included in the total employee count expressed as a fraction. The Trust's third-party administrator will send the required COBRÁ election notice and collect COBRA payments. However, the Employer will be required to comply with COBRA by, for example, properly providing the applicable COBRA general notice, timely notifying the Trust or its designee of COBRA qualifying events and satisfying other COBRA compliance requirements.

## Legal Compliance

You understand and agree that as an Employer sponsoring an employee benefit plan for your employees you have certain legal obligations under state and federal law. By entering into this Agreement, you agree that you or your staff employees are familiar with or will become familiar with your compliance requirements under COBRA, FMLA, HIPAA, USERRA, PPACA and other applicable laws and regulations. Also, you agree that you will take the necessary steps and actions to comply with these laws and regulations and to cooperate with the Trust (or its designee) in satisfying its obligations to comply with applicable laws and regulations.

#### **Trustees and Trust Agreement**

By entering into this Agreement, you accept the appointment of the current Trustees of the Trust. By entering into this Agreement, you agree to abide by the terms and conditions of the Trust Agreement and the terms and conditions of the benefit options offered under the Trust, including the information described in this Agreement.

#### Miscellaneous

This Agreement supersedes any previous Employer participation or similar agreement. The laws of the State of Idaho shall govern this Agreement.

## IDAHO SCHOOL BENEFIT TRUST EMPLOYER PARTICIPATION AGREEMENT

Plan Year: September 1, 2024 – August 31, 2025

# This is a 12-Month Binding Contract

The Idaho School Benefit Trust (the "Trust") provides certain medical, dental, and vision benefits to active employees and pre-65 retirees of participating Employers. These medical, dental and vision benefits are not fully insured coverage. The Trust does not participate in the state guaranty association. Rather, the Trust funds the payment of claims through Employer and employee contributions up to a certain limit and then has an agreement for stop-loss coverage that pays for all claims that exceed that limit. The Idaho Department of Insurance requires the Trust to provide an annual audit and to have an independent accredited actuary provide annual certification of the funding amounts and the contributions.

1,	Participating School District (the "Employer")
	School District Name: North Star Charter School
	Mailing Address: <u>639 N. Linder Road</u> City: <u>Fagle</u> Zip: <u>83614</u>
	District Superintendent: Andy Horning  Email: ahorning@northstarcharter.org Phone: 208-939-9600 Fax: 208-939-6090
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2.	Benefit Programs Selected for the Upcoming Year. The Employer will offer the benefit options selected in the accompanying Trust Benefit Selection Agreement(s), which show the plan type, deductible, coinsurance, copayment, and rates selected by the Employer for the upcoming 12-month Plan Year. The Employer's superintendent or official designee must sign the Trust Benefit Selection Agreement(s).
3.	<u>Trust Contributions</u> . The Employer understands and agrees that continued participation in the Trust and the continued coverage of employees and dependents is conditioned on the Employer making full and timely contributions to the Trust (or its designee) each month of the Plan Year. Failure to make full and timely contribution payments will result in claims payments being delayed and may result in termination of the Employer's participation in the Trust. In addition, the Trustees may terminate an Employer's participation in the Trust for a material failure to comply with the terms of this Agreement. Any early termination of the Employer's participation, either by the Trust or by the Employer, will be subject to the Delinquent Contribution Policy in Appendix A.
4.	Additional Required Information. The Trust (or its designee) may request additional information from the Employer to satisfy certain compliance requirements. The Employer agrees to cooperate in a timely manner to provide such requested information.
5.	Additional Terms & Conditions. By entering into this Agreement, you agree to abide by the additional terms and conditions in Appendix A, which is attached hereto. The Trust's delay in exercising or failure to exercise any right, power or privilege under this Agreement on any occasion shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
6.	Broker Commissions and Disclosure. The Trust (or its designee) will honor an Employer's written request to pay compensation in the form of a commission to the Employer's broker. Such commissions will be included in the Employer's rates.
7.	Acknowledgement. I have reviewed this Agreement, including the Trust Benefit Selection Agreement(s) and the Additional Terms & Conditions, which are incorporated herein and made part of this Agreement. On behalf of my District, I agree to the terms herein for September 1, 2024, through August 31, 2025, Plan Year.
	Signature of Employer Representative (as authorized by the Superintendent):
,	Signed:



North Star Charter Group #10039081

Renewal Rates Effective

09/01/2024--08/31/2025

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Product	PPO	HSA
Deductible IN (Indiv/Fam)	\$750/\$1,500	\$3,200/\$6,400
Deductible OON (Indiv/Fam)	Combined w/ IN	Combined w/ IN
Medical OOP Max IN (Indiv/Fam)	\$3,750/\$7,500	\$5,800/\$11,600
Medical OOP Max OON (Indiv/Fam)	\$5,750/\$11,500	Combined w/ IN
Member Coinsurance (IN/OON)	20%/40%	30%/50%
Physician Copay	Tler 1 \$0/Tler 2 \$20	Ded, Coin
Specialist Copay	Tier 1 \$20/Tier 2 \$40	Ded, Coin
Prescription Drugs	10/25/40	30% coin aft Ded, \$0 prev
Prescription Drugs OOP (Indiv/Fam)	\$3,000/\$6,000	Subject to Medical
Commission PEPM	\$38.29	

Selection describes	N/A	
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Enrollee	\$777.65	\$570.70	\$0.00	\$0.00	\$0.00	\$0.00
Ee + Spouse	\$1,636.10	\$1,201.50	\$0.00	\$0.00	\$0.00	\$0.00
Ee + 1 Child	\$1,089,70	\$800.00	\$0,00	\$0,00	\$0.00	\$0,00
Ee + Children	\$1,557.95	\$1,144.05	\$0.00	\$0.00	\$0.00	\$0,00
Ee + Sp + Child(ren)	\$2,416.35	\$1,774.85	\$0,00	\$0.00	\$0.00	\$0,00

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	PPO 750	HSA 3200	Dental	Vision	EAP	Wellness
Enrollee	\$812.40	\$595.70	\$0.00	\$0.00	\$0.00	\$0,00
Ee + Spouse	\$1,711.20	\$1,256.15	\$0.00	\$0.00	\$0.00	\$0.00
Ee + 1 Child	\$1,139,10	\$835,80	\$0,00	\$0.00	\$0.00	\$0.00
Ee + Children	\$1,629.35	\$1,196.00	\$0,00	\$0.00	\$0,00	\$0.00
Ee + Sp + Chlid(ren)	\$2,528.10	\$1,856,45	\$0.00	\$0.00	\$0.00	\$0.00

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Ee + 1 Child	5	3	0	ū	
Ee + Children	2	1	0	0	
Ee + Sp + Child(ren)	2	2	0	0	

This document contains proprietary and confidential information. Copy and distribution of this document is prohibited without the written consent of Blue Cross of Idaho.

The quote conditions along with the rate page(s) together comprise the entire quote.

By signing you are agreeing to all Underwriting conditions and quote assumptions provided herein.

Authorized Representative:

Printed Name:

Date:

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## Underwriting Guate Continions

- \* Unless stated otherwise, this proposal assumes the current plan of benefits remains in place.
- \* For dual/multiple plan offerings, each plan must have at least 5% of the total group enrollment.
- \* Rates are effective from 09/01/2024--08/31/2025. This offer must be accepted at least 15 days prior to the effective date. No retroactive changes are allowed.
- \* Rates are based on the assumption of participation of at least 75% of all eligible employees.
- \* Dependent eligibility must flow through the enrolled subscriber.
- \* The attached rates assume common eligibility between all lines of coverage.
- \* Rates assume at least 50% employer contribution for employees.
- \* We are not issuing a renewal rate guarantee.
- \* No member is allowed to opt off coverage in lieu of compensation.
- \* The broker/agent, if applicable, is acting as the representative of the group/employer.

## Idaho School Benefit Trust reserves the right to adjust the quoted rates if:

- \* The actual number of enrollees changes by more than 10% from the number of enrolled contracts noted above.
- \* Deductibles, coinsurance and/or co-payments will be self-funded by the employer and this was not disclosed during the proposal process.
- \* New or revised State or Federal mandated benefits or fees/taxes become effective during the group's contract period.
- \* New or revised reports are to be received by the group/broker.
- \* Changes to the benefit plan(s) are requested by the group and agreed to by Blue Cross of Idaho.
- \* Changes are made to the employer contribution, employee eligibility, or probationary period,
- \* Enrollee participation falls below 75%.
- \* Any of the conditions listed above need to be changed.

## -Important Summary of Senetics and Coverage Information

To view and print a copy of the Summary of Benefits and Coverage (SBC) for your groups current coverage options and the uniform glossary, please log in to the employer portal of our website at beidaho.com/employers. If you need assistance registering on the Blue Cross of Idaho website, please contact your Account Representative.

If you have questions about the SBC, need language assistance or would like a paper copy free of charge, please refer to the Customer Service number on the back of your Blue Cross of Idaho ID cards or call 1-800-627-1188. You can also visit our website at boldaho.com/SBC for more information.

The quote conditions along with the rate page(s) together comprise the entire quote.

Confidential

# CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 20 day of,				
CLIENT	CONSULTANT			
Northstar Charter School	Dr. Lisa Amundson			
839 N. Linder Road Eagle ID 83616	1292 E Loggers Pass St			
(the "Client")	(the "Consultant")			

#### BACKGROUND

- **A.** The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- **B.** The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **SERVICES PROVIDED**

- 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Educational Program evaluation and recommendations..
- The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- **4.** In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

**6.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## COMPENSATION

- 7. The Consultant will charge the Client for the Services at the rate of \$100.00 per hour (the "Compensation").
- 8. The Client will be invoiced every month.
- 9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

## REIMBURSEMENT OF EXPENSES

- 10. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. The Consultant will only be reimbursed for expenses submitted according to the following guidelines:
  - Site visit \$35 fee.

## INTEREST ON LATE PAYMENTS

11. Interest payable on any overdue amounts under this Agreement is charged at a rate of 25.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## CONFIDENTIALITY

- 12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- **14.** All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## OWNERSHIP OF INTELLECTUAL PROPERTY

- **15.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 16. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

## RETURN OF PROPERTY

17. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

## RIGHT OF SUBSTITUTION

- **19.** Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 20. In the event that the Consultant hires a sub-contractor:
  - the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

## **AUTONOMY**

21. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

22. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## NOTICE

- **24.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
  - a. Northstar Charter School839 N. Linder Road Eagle ID 83616
  - b. Dr. Lisa Amundson1292 E Loggers Pass St

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## MODIFICATION OF AGREEMENT

**26.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### TIME OF THE ESSENCE

**27.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

**28.** The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## ENTIRE AGREEMENT

**29.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

**30.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## TITLES/HEADINGS

**31.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

**32.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

**33.** This Agreement will be governed by and construed in accordance with the laws of the State of Idaho.

#### **SEVERABILITY**

**34.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### **WAIVER**

35.	• •	ilt, delay or omission of any of the provisions of this strued as a waiver of any subsequent breach of the
IN V	WITNESS WHEREOF the Parties have duly at O day of, _2024 .	ffixed their signatures under hand and seal on this
		Northstar Charter School Per:

Dr. Lisa Amundson