

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

This INDEPENDENT CONTRACTOR AGREEMENT is entered into this 1st day of September, 2013 by and between **G and A Foods, Inc.** (the "Consultant"), for itself and its heirs, executors, administrators, related entities and assigns, and NORTH STAR CHARTER SCHOOL, a public Charter school and Idaho non-profit corporation (the "School").

RECITALS

WHEREAS, Consultant has agreed to perform consulting work for the School in these areas and other related activities for the School; NOW, THEREFORE, the parties hereby agree as follows:

1. **Consultant's Services.** Consultant shall be available and shall provide to the School the following professional services:
 - a. **Snack Shack services:**
 - i. Beverages and snacks 7AM until 2:00PM
 - ii. Lunch 10:50 until 1:15
 - iii. Twelve regularly scheduled Board of Director meetings - Supper
 - b. Menus: See attached

2. **Compensation and fees.** The snacks, beverages and lunches will generate estimated annual receipts of \$60,000.

The consultant will collect the snack, beverage and lunch fees. The Consultant will pay a fee to School, representing 1% of the collected fees for use of the snack shack facilities. The fee will be made in two payments, as follows:

1. At beginning of school year based on estimated annual receipts \$300.00
 2. At the end of the school year – the remainder based on actual annual receipts \$300.00 (*)
- (*) The second payment will be reconciled and paid prior to the end of the school fiscal year.

The consultant will provide suppers and beverage at 12 regularly scheduled board meetings. The school will pay consultant two dollars and seventy five cents (2.75) dollars for each meal served at the board meetings.

All ordinary expenses incurred by Consultant in its performance of services of this contract shall be the sole responsibility of the Consultant.

3. **Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the School and Consultant. Consultant is an independent contractor and not an employee of the School or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the School will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the School and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the School's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be Consultant's sole responsibility and Consultant shall indemnify and hold School harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

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

5. Term. This Agreement shall commence on July 1, 2014 and shall terminate on June 30, 2015, unless mutually earlier terminated or extended by School or by the Consultant. If this agreement is terminated by the School, the School shall pay for all services performed, described in Section 2 above, through and including the date of termination. This agreement may be terminated based on thirty (30) days notice by either party. The payment of outstanding fees due the School will be due and payable on the termination date. This contract will be renewable based on thirty (30) days notice by the consultant, based on mutually agreeable terms.

6. Consultant's Taxpayer I.D. Number. The taxpayer I.D. number of the Consultant is _____. The Consultant covenants that it maintains all valid licenses, permits and registrations to perform the services required herein.

7. Insurance and Background Check. The Consultant will carry general liability, automobile liability, and employer's liability insurance in the amount of not less than \$1,000,000.00 per occurrence and shall have North Star Charter School added as additional insured to the coverage. In the event the Consultant fails to carry such insurance it shall indemnify and hold harmless School, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees. The Consultant has submitted to the State Department of Education Background Process, for the purpose of undergoing a background check. The consultant represents that such a check has occurred and the results of the test meet the minimum standards set forth by the school. (See Documents attached)

8. Competent Work. All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by the representative of the School signing this agreement prior to payment, which will not be unreasonably withheld

9. Representations and Warranties. The Consultant will make no representations, warranties, or commitments binding the School without the School's prior written consent.

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

11. The Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

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

1. Notices as to Consultant:

Bill Andrews
Gwen Andrews

BDA@q.com
gwen.gandafoods@q.com

2. Notices to the School:

James Miller

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

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

14. Indemnification.

15. Miscellaneous.

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

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

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

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

Steven Andrews Date 9/18/14

G And A Foods, Inc.
Consultant

James Miller Date 9-18-14

James Miller, Chairman of the Board
North Star Charter School

Ellen Bates
Attest: ~~Secretary~~ of the Board
Clerk

MONTH of OCTOBER

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Chicken Wings JoJo's Potatoes Fruit	2 Mac n Cheese Green Beans Fruit	3 Pizza Pockets Salad Fruit	4
5	6 Burger Sliders Tater Tots Fruit	7 Chicken Alfredo Carrots Fruit	8 Sloppy Joes Roasted Potatoes Corn	9 Chicken Strips Tater Tots Fruit	10 Corn Dogs JoJo's Potatoes Fruit	11
12	13 NO SCHOOL	14 NO SCHOOL	15 NO SCHOOL	16 NO SCHOOL	17 NO SCHOOL	18
19	20 Mac n Cheese Green Beans Fruit	21 Burger Sliders Tater Tots Fruit	22 Chicken Alfredo Carrots Fruit	23 Sloppy Joes Roasted Potatoes Corn	24 Pizza Pockets Salad Fruit	25
26	27 Chicken Strips Tater Tots Fruit	28 Roasted Chicken Red Potatoes Corn	29 Spaghetti /w Meat Sauce Country Roll Fruit	30 NO SCHOOL	31 NO SCHOOL	

MONTH of SEPTEMBER

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Savory BBQ Pork Sandwich Roasted Potatoes Corn	3 Chicken Wings JoJo's Potatoes Fruit	4 Mac n Cheese Green Beans Fruit	5 Pizza Pockets Salad Fruit	6
7	8 Burger Sliders Tater Tots Fruit	9 Chicken Alfredo Carrots Fruit	10 Sloppy Joes Roasted Potatoes Corn	11 Chicken Strips Tater Tots Fruit	12 Corn Dogs JoJo's Potatoes Fruit	13
14	15 Roasted Chicken Red Potatoes Corn	16 Spaghetti /w Meat Sauce Country Roll Fruit	17 Crunchy Beef Tacos Mexican Beans Fruit	18 Savory BBQ Pork Sandwich Roasted Potatoes Corn	19 Chicken Wings JoJo's Potatoes Fruit	20
21	22 Mac n Cheese Green Beans Fruit	23 Burger Sliders Tater Tots Fruit	24 Chicken Alfredo Carrots Fruit	25 Sloppy Joes Roasted Potatoes Corn	26 Pizza Pockets Salad Fruit	27
28	29 Chicken Strips Tater Tots Fruit	30 Roasted Chicken Red Potatoes Corn	27 Spaghetti /w Meat Sauce Country Roll Fruit	28 Crunchy Beef Tacos Mexican Beans Fruit	29 Corn Dogs JoJo's Potatoes Fruit	30

MONTH of AUGUST

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19 Mac n Cheese Green Beans Fruit	20 Burger Sliders Tater Tots Fruit	21 Chicken Alfredo Carrots Fruit	22 Pizza Pockets Salad Fruit	23
24	25 Sloppy Joes Roasted Potatoes Corn	26 Roasted Chicken Red Potatoes Corn	27 Crunchy Beef Tacos Mexican Beans Fruit	28 Spaghetti /w Meat Sauce Country Roll Fruit	29 Corn Dogs JoJo's Potatoes Fruit	30

INTRODUCING.....
NORTHSTAR CHARTER SCHOOL
!!!SNACK SHACK!!!



COME ENJOY A CUP OF JO OR A SNACK
INCLUDING ALL YOUR OLD FAVORITS AND
MORE.

THE VENDING MACHINES HAVE BEEN
REPLACED THIS YEAR. NOT TO WORRY
THOUGH, THE SNACK SHACK WILL HAVE THE OLD
FAVORITES LIKE GATORADE, WATER, COOKIES AND... A
FULL SERVICE COFFEE BAR!

