

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

This INDEPENDENT CONTRACTOR AGREEMENT is entered into this 10th day of October, 2019 by and between **Idaho Coders LLC (Duane Erickson) DBA Code Ninjas** (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 wishes to offer after school computer coding classes for the School. The classes will be offered to students at a fee determined by the consultant. NOW, THEREFORE, the parties hereby agree as follows:

1. **Consultant's Services.** Consultant shall provide the following professional services:
 - a. After school computer coding classes for elementary and/or middle school students
 - b. Mondays for 4 week sessions: Middle School 2:50-3:45 and Elementary 3:50-4:45
 - c. Location – Middle School: Room 502 and Elementary: NS Computer Room

2. **Compensation and fees.**
 - a. The consultant agrees to pay the school an administrative fee representing 15% of the fees associated with each student taking the class.
 - b. The consultant will collect all student fees.
 - c. The Consultant will pay a fee to School at the conclusion of the registration period for the class.
 - d. All ordinary expenses incurred by Consultant in its performance of services of this contract shall be the sole responsibility of the Consultant.

3. FEDERAL, STATE AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by NORTH STAR on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law. Because Contractor is engaged in its own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of NORTH STAR, if any.

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 10/28/19 and shall terminate on 11/18/19, 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 82-5166895. 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:

Duane Erickson - duane.erickson@codeninjas.com

2. Notices to the School:

Bill Russell, Chairman, 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. Computer usage. Consultant may utilize the School's computer lab and the School computers in providing its coding classes, after prior written approval of the usage needs by the school's designee (Shay Davis), and shall abide by all School rules related to the usage of any School computer. Consultant cannot download any new software or change any settings on computers without prior approval. Consultant agrees to be responsible for any damage to any hardware or software on the School computers caused during any coding class or other performance pursuant to the terms of this Agreement. Any damage to any part of the School computer or computer lab shall be cause for immediate termination of this Agreement.

15. Access to the school shall be as determined by the School.

16. 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.

d. LICENSES AND LAW: Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified herein.

Contractor agrees to comply with all applicable City Code and any amendments thereto, the laws of the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by NORTH STAR, in whole or in part, and may result in ineligibility for further work for or with NORTH STAR.

e. EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES: Contractor shall provide, at Contractor's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the services to be provided as set forth in this Agreement, unless expressly stated otherwise herein.

f. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless NORTH STAR and its officers, Board of Directors, Contractors, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to NORTH STAR, persons or property for any negligent act, error or omission arising out of or in connection with any performances or activities of Contractor or its employees or agents under this Agreement.

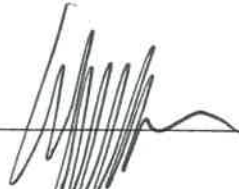
g. ATTORNEY FEES: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

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



Duane Erickson
Code Ninjas

Date 10/20/19 *



Bill Russell, Chair of the Board
North Star Charter School

Date 10-28-19



Attest: Clerk of the Board