

Memorandum

To: NS Board
From: SC
Date: 10/17/2022

Subject: Contracts

1. The following contracts are for the Board to approve on 10/20/2022:

Approve:

Larry Pardee	MS Cross Country Assistant Coach	9/23/2022	\$500.00
Shirley Van Paepeghem	Mustic Teacher Consultant	7/30/22-6/30/23	\$40/hr up to \$3000
Kelly Dillon	Varsity Cross Country Coach	10/3/22-10/29/22	\$1,750.00

North Star Charter School

839 N. Linder
Eagle, ID 83616

North Star Charter Coaches Services Agreement

This Independent Contractor (this "Agreement") is made effective as of August 15, 2022, by and between North Star Charter School, of 839 N. Linder Rd. Eagle Id. 83616, and Larry Pardee of 13233 W. Heatherbrook Dr, Boise, ID 83713. In this Agreement, the party who is contracting to receive the services shall be referred to as "North Star", and the party who will be providing the services shall be known as "Coach".

1. **Description of Services.** Beginning on August 1, 2022, Coach will provide the following services.

Middle School Cross Country Assistant Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of \$500.00. Payments will be in one (1) installments of \$500.00, on September 23, 2022. The Parties acknowledge that in the event the season under which the Coach is being hired is terminated or materially altered due to decisions made or actions taken by the IHSAA, any other governmental entity or the North Star Board of Directors, Coach's compensation will be revised by mutual agreement.
3. **Term.** This agreement shall terminate automatically on November 1, 2022 or the completion of the North Star season, whichever occurs first.
4. **Relationship of Parties.** It is understood by the parties that Coach is an independent contractor with respect to North Star, and is not an employee of North Star. North Star will not provide fringe benefits, including health insurance benefits, including health insurance benefits, paid vacations, or any other benefit for the benefit of the coach.
5. **Injuries.** Coach acknowledges Coach's obligation to obtain appropriate insurance coverage for the benefit of the Coach. Coach waives the rights to recovery from North Star for any injuries that Coach may sustain while performing services under this Agreement and that are a result of negligence of Coach.
6. **IHSAA Guidelines as it relates to COVID.** Coach acknowledges that she has read the IHSAA COVID guidelines for opening up high school athletic programs and will comply with those guidelines. The guidelines are incorporated by reference into this contract.
7. **Entire Agreement.** This Agreement contains the entire agreement of parties, and there are no other promises of conditions in any other agreement whether oral or written.
8. **Applicable Law.** This Agreement shall be governed by the laws of the State of Idaho.

Party Contracting Services:

North Star Charter School

By: _____

Tyler Hoaglan Athletic Director

Robert Marcus Young x
Board of Trustees

Service Provider: _____

Larry Pardee

DATE: _____

9-17-22

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

This INDEPENDENT CONTRACTOR AGREEMENT is entered into this 30th day of July, 2022 by and between **Shirley Van Paephegem** (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. **Music Teacher Consultant**

2. **Compensation, material expenses and billings.**

- a. The Consultant shall be paid for performance of 1(a) above, at the rate of **\$40 per hour, up to \$3,000 total paid.**
- b. The School agrees to provide resources which are deemed, by both parties, to be reasonable, customary and necessary in order for Consultant to perform school site security.
- c. The Consultant agrees to provide a detail monthly time record, as mutually agreed, to the Finance Office on or before the **fifth (5th) day** of each month of the agreement, and
- d. The School agrees pay the consultant, based on timely approved billings, on or before the **twenty fifth (25th) day** of each month.

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 or about **July 30, 2022** and shall terminate on or about **June 30, 2023**, 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 ID 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 agrees to indemnify and hold harmless School, its agents and

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.

AGREED:

X Shirley Van Papeghien Date: 9/4/22

X Marcus Young Date 10-20-22
Marcus Young
Chairperson
North Star Charter School

STATE OF IDAHO: CHARTER SCHOOL SUPPLEMENTAL CONTRACT

THIS CONTRACT, made this 3rd day of October year of 2022, by and between North Star Charter School in Eagle, Idaho ("the School"), and Kelly Dillon ("the Employee").

WITNESSETH:

1. The School hereby contracts to hire the Employee to perform an extra duty assignment or extra days as provided in the job description as Varsity Cross Country Coach, beginning on the 3rd day of October, in the year of 2022, and extending to the 29th day of October, in the year of 2022, at the compensation rate or fixed amount of (\$1,750) until this Contract has been fulfilled. Said compensation shall be paid in one installment. The installment of \$1,750 will be paid on Nov 10, 2022 for the performance of the extra duty assignment.
2. The Employee will, at all times, faithfully perform all of the duties that may be required pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the District. Such duties shall be rendered at District premises and such other place or places as the School shall in good faith require or as the interests, needs, business or opportunity of the District shall require.
3. The Terms of Employment of this Contract shall remain in effect for the period set forth above and concerns the extra duty described herein. This Contract is separate and apart from any certificated employee's regular duties and any Category 1, 2, 3, Renewable, or Retired Certified Personnel Contract.
4. It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the School which are, by reference, incorporated herein and made a part of this Contract the same as if fully set forth herein, and that no property rights attach to this Contract beyond the term of this Contract. It is further understood that this Contract excludes any expectation of employment beyond the terms given herein, and the procedural requirements of Section 33-515A, Idaho Code.

IN WITNESS WHEREOF the School has caused this Contract to be executed in its name by its proper officials and the Employee has executed the same all on the date first above written.

North Star CHARTER SCHOOL Eagle, STATE OF IDAHO

Kelly M. Dillon CERTIFIED PERSONNEL

X Robert Marcus Lang CHAIRMAN, BOARD OF DIRECTORS

Attest: Sheri Craig ADMINISTRATOR OR CLERK