



INDEPENDENT CONTRACTOR AGREEMENT

I. **The Parties.** This Independent Contractor Agreement (“Agreement”) is made between:

Client: **Nampa School District #131** School Board with a mailing address of 619 S. Canyon St. Nampa ID 83686, and

Contractor: **3B: Building Better Boards** c/o Krissy LaMont with a mailing address of 15184 N. Fishing Creek Ave. Nampa ID 83651

WHEREAS the Client intends to pay the Contractor for Services provided, effective January 18, 2022, under the following terms and conditions:

II. The Services.

a. The Contractor agrees to perform the essential duties and responsibilities as listed in the current Clerk of the Board job description. Hereinafter known as the “Services”.

b. Additional other duties/services provided by the contractor must be approved by the board chair and include:

- Managing the board’s digital communications, (i.e., board website and providing support for board website content, keep the board website up-to-date to build their effectiveness as a communication resource. e-newsletters, special events, crisis communications, media response, website updates and social media posts, school publicity support, etc.).
- Works to improve the efficacy of the School Board office, (i.e., Onboarding new board members, conducting and facilitating board training on board norms individually or as a board on superintendent evaluation, strategic planning, ethics and governance, etc.).
- Develop and facilitate board strategic communication efforts, (i.e., parent and community relations, outreach and engagement, develop board strategic communications plan, facilitate board listening sessions, develop opportunities for the Board to gather opinion research and information, assist in writing board op-eds, board meeting summaries, etc.).

Hereinafter known as “Other Duties/Services”.

III. **Payment.** In consideration for the Services and Other Duties/Services to be performed by the Contractor, the Client agrees to pay the following:

1. - \$28.63 per hour contracted price for NSD Services.
2. In lieu of PERSI benefits, an additional 20% per hour contracted price.
3. In lieu of health insurance an additional stipend of at current employee rate to be paid semi-annually.

Legal References:

I.C. § 33-506 Organization and Government Of Board Of Trustees

I.C. § 33-508 Duties of Clerk

I.C. § 33-320 Continuous Improvement Plans & Training



4. Hourly contracted price for Other Duties/Services below competitor rates.

IV. Limitation of Service Hours.

1. Completion shall be defined as the fulfillment of Services and Non-Related Services as described in Section II in accordance with industry standards, state law, and to the approval of the Client, not to be unreasonably withheld.

V. The Contractor agrees to be paid:

- On a monthly basis beginning on **[January,18 2022]** until the completion of the Services and Non-Related Services to be submitted to board chair for approval.

VI. **Due Date.** The Services provided by the Contractor shall:

- Reoccurring

VII. **Expenses.** The Contractor shall be:

- Responsible for expenses related to providing the Services under this Agreement. This includes, but is not limited to, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

- Contractor to be reimbursed for any and all expenses that are attributable directly to the Services performed under this Agreement.

*The Client will be required to pay the Contractor within thirty (30) days of any Expense submission. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

VIII. **Expense's Equipment/Property. The District shall be:**

- Responsible for expenses related to providing the Services under this Agreement. This includes, but is not limited to, providing bond, professional equipment, office space in the district office, professional development for the clerk and with the board, supplies, and any other cost that may or may not be in connection with the Services provided Contractor.

Legal References:

I.C. § 33-506 Organization and Government Of Board Of Trustees

I.C. § 33-508 Duties of Clerk

I.C. § 33-320 Continuous Improvement Plans & Training



- IX. **Liability Insurance.** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability (“Liability Insurance”).

Contractor will maintain state required insurances for self and staff.

- X. **Termination.** This Agreement shall terminate upon the and possibly negotiate renewal with new contract terms: (check one)

- Date of [January 31st, 2023]

- Possibly negotiate renewal with new contract terms.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

- XI. **Independent Contractor Status.** The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

a. In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

b. Contractor will notify the board chair if the district or staff prevents or inhibits the contractor's ability to perform Services.

- XII. **Federal and State Taxes.** Under this Agreement, the Client shall not be responsible for:

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I.C. § 33-320 Continuous Improvement Plans & Training



Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

- XIII. **Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.
- XIV. **Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

- XV. **Proprietary Information.** Proprietary information, under this Agreement, shall include: The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be



the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

XVI. **No Partnership.** This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XVII. **Assignment and Delegation.** The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor.

XVIII. **Governing Law.** This Agreement shall be governed under the laws in the State of Idaho.

XIX. **Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XX. **Breach Waiver.** Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Legal References:

- I.C. § 33-506 Organization and Government Of Board Of Trustees
- I.C. § 33-508 Duties of Clerk
- I.C. § 33-320 Continuous Improvement Plans & Training



Signatures:

Board Chair Signature: _____ Date _____

Print Name Jeff Kirkman

Contractor Signature: _____ Date _____

Print Name Krissy LaMont