



Welcome

Welcome to AnySchoolers! We are excited that you have chosen to add your talents to our bonfire. As part of that process, this document ensures transparency and fairness for everyone. Please read over the items below and ask any questions; then we can begin.

This document serves as an Independent Contractor Agreement (“Agreement”), dated as of _____, 20____ between AnySchoolers, a Missouri nonprofit corporation (“we” or “us”) and _____, a _____ (“you” or “service provider”).

Background

AnySchoolers gives secular, inclusive support for homeschooling families who need physical, emotional and relational safety, no matter where and how they school, through direct education, caregiver peer collaboration, resources, networking with other agencies, and social connections.

We understand that you are an independently-established entity, and we have asked that you provide services to us and our community on the basis set out in this Agreement.

Agreement

I. Services and Fees

1.1 Services

You will carry out services (“Services”) as described in the Statement of Work, which is attached to Exhibit A.

1.2 Fees

We will pay you as set out in the Statement of Work. The fees specified in the Statement of Work will be your sole compensation for the Services. Upon our request, you will give us a signed Form W-9.

1.3 Scope Changes

If either party believes that the Statement of Work should be adjusted in any respect, it will advise the other of the proposed change. The proposed changes will be discussed by AnySchoolers and the service provider, and, if agreed, will confirm and document it.



II. Service Activities

2.1 Service Provider Control

You will carry out and complete the Services in a timely manner with due care, applicable law, professional standards, and this Agreement. It is especially important that all Services provided adhere to professional standards of intellectual property rights and that any materials used have been used with the permission of the holder of the intellectual property rights.

2.2 Access to Systems, Materials, and Facilities

We may provide you with access to our systems, materials, and facilities as needed for performing Services. In that case, you will comply with our security, facility, system use, and other protocols and policies.

2.3 Conduct

We are committed to providing our community and service providers with a safe environment, free from harassment and discrimination based on sex, sexual orientation, gender identity, gender performance, race, ethnicity, nationality, religion, class, age, or ability. We will not tolerate inappropriate interactions, harassment, threatening behavior, bullying, denigrating language, or violence of any kind. You acknowledge that such conduct by you would result in immediate termination of this Agreement.

2.4 Ownership of Work Product

Although you intend for AnySchoolers to have full rights to distribute this work on our platform or in person, you will maintain intellectual property rights to the materials that you have created yourself.

2.5 No Infringement; No Conflicts

You confirm, represent, and warrant to us that the Services will be original to you and do not and will not infringe, misappropriate, or otherwise violate the copyright, right of privacy, rights of publicity, trademark, trade secret, patent, or other intellectual property of other rights of any third party.

2.6 Confidentiality

You may have access to strategic, program, donor, or other information that we consider confidential and proprietary. You will use all information we make available to you only in connection with your activities in this Agreement and will keep it confidential. For clarity, confidential information does not include information that is generally available to the public, information already known by the receiving party before receiving such information, or information independently developed. We will retain ownership over all confidential information provided to you under this Agreement.



2.7 Publicity

You are free to identify us as your customer, but you may not use our logo, trademarks, or excerpts from or descriptions of the Services without our prior written consent.

III. Relationship

3.1 Service Provider Relationship

You are and will be an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or other similar relationship between you and us for any purpose. This Agreement is not an exclusive or full-time arrangement. You are free to provide similar services to other organizations. You and we are free to do business with others.

3.2 Taxes and Contributions

You will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority, and for paying all disability, unemployment insurance, workers' compensation contributions, and any other contributions and expenses that may be required in connection to your performance of Services and receipt of fees under this Agreement. We will not withhold income, Social Security, or Medicare taxes, make unemployment or disability insurance contributions, or obtain workers' compensation or other insurance for you.

IV. Insurance, Indemnification, and Remedies

4.1 Service Provider Insurance

Our insurance does not cover you, your activities, or your property.

4.2 Indemnification

You'll defend, indemnify, and hold harmless AnySchoolers, its directors, officers, agents, and other parties (collectively, "AnySchoolers' Parties") from and against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise from your activities under this Agreement.

4.3 Limitation of Liability

No AnySchoolers Party will be liable to you for any incidental, special, exemplary, punitive, or indirect damages, and expenses arising out of or otherwise related to this Agreement. Our total liability to you under this Agreement will in no case exceed the fees payable by us to you under this Agreement.

4.4 Force Majeure



Neither you nor AnySchoolers will be liable to the other for any failure or delay in performance due to any natural disaster, government order, pandemic or other health threat, civic unrest, or other similar event beyond its reasonable control. Should such an event occur, the affected party will give prompt written notice of such event to the other party, and will use reasonable efforts to work around the situation and resume performance as soon as reasonably possible.

4.5 Injunctive Relief

You acknowledge and agree that any breach by you of your obligations under Sections 2.4, 2.6, or 2.7 will result in irreparable harm to us which cannot be reasonably or adequately compensated in damages and, as such, we will be entitled to injunctive or other equitable relief in respect of such break or imminent breach.

V. Dispute Resolution

5.1 Dispute Process

In the event a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the parties are unable to informally resolve the dispute within 30 days after the dispute has arisen, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

VI. Termination and Severability

5.1 Termination upon Notice

Either party may terminate this Agreement at any time by giving written notice of termination to you. Such a termination will be effective 14 days after delivery of such notice.

5.2 Severability

If any term of this Agreement or its application to any person or circumstances shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provisions shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.



Completion shall be defined as the fulfillment of Services as described in this Agreement in accordance with industry standards and to the approval of AnySchoolers and not to be unreasonably held.

You agree to be paid (check one):

- At the completion of the Services provided
- On a quarterly basis beginning on _____ until the completion of Services
- Other: _____

A.3 Due Date

The Services provided will (check one):

- Be completed by _____
- Not have a due date
- Other: _____

A.4 Understanding of Risk

a. For Flat Fee Course Offerings

Although AnySchoolers will make your class offering available to our community, we cannot ensure a certain number of participants. If we do not reach your minimum number of participants, AnySchoolers will cancel the course offerings.

The Service Provider understands and agrees to this condition:

- Yes, this is a risk that I understand and agree to. _____ (Service Provider initials)
- No, I do not understand and agree to this risk. _____ (Service Provider initials)

b. For Percentage-Based Course Offerings

Although AnySchoolers will make your class offering available to our community, we cannot ensure a certain number of participants. Unfortunately, this means that there can be no guarantees of payments except as a percentage of the actual course registrations.



The Service Provider understands and agrees to this condition:

- Yes, this is a risk that I understand and agree to. _____ (Service Provider initials)
- No, I do not understand and agree to this risk. _____ (Service Provider initials)

A.5 Responsibilities of AnySchoolers

AnySchoolers agrees to host the course offerings on our platform and share them within our community. We may also decide to advertise them through other channels as well, but we are not required to do so. We understand that it is in everyone's best interest that the Service Provider's course offering reach many participants, but we cannot guarantee it.

Service Provider Signature: _____

Service Provider Print Name: _____

Date: _____

AnySchoolers Signature: _____

AnySchoolers Print Name: _____

Date: _____

Welcome to Our Bonfire!

We look forward to seeing your offering sparkle.