



AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (hereinafter referred to as "Agreement") is entered into by and between Children's Therapy Place, Inc., an Idaho Corporation, (hereinafter referred to as "Provider") and North Star Charter School (hereinafter referred to as "NSCS").

RECITALS

WHEREAS, Provider provides occupational therapy services

WHEREAS, NSCS desires to contract for such occupational therapy services by retaining Provider as an independent contractor.

NOW THEREFORE, in exchange for the provision of such occupational therapy services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and NSCS hereby covenant and agree as follows:

1. Provider agrees:

- 1.1. To provide NSCS occupational therapy services through the utilization of qualified, certified and/or licensed therapists.
- 1.2. To provide screenings, evaluations, and treatment for individuals and/or group clients.
- 1.3. To provide a monthly statement based on a fee of \$75.00 per hour for services provided by an Occupational Therapist and \$75.00 per hour for services by an Physical Therapist. Mileage will be charged at \$75.00 per hour.
- 1.4. To maintain the necessary records as required by NSCS.
- 1.5. To provide administrative services necessary for the completion of required reports and records.
- 1.6. To participate in meetings and "staffings" as necessary.
- 1.7. To provide proof of liability, malpractice and worker's compensation insurance.
- 1.8. Provider will obtain and maintain up to date background checks as required by Idaho State Department of Education.

2. NSCS agrees:

- 2.1. That the service rates as set forth above are reasonable and NSCS agrees to the payment of such rates for services provided. Further, NSCS agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments at the rate of one percent (1%) per month for each statement past due.
- 2.2. To provide adequate space in which therapy can be delivered in accordance with program philosophy.
- 2.3. To make records of clients available to professional therapy staff members as necessary to provide services.
- 2.4. To provide materials (e.g., diagnostic, therapy, etc.) necessary for service provision, or reimburse Provider for providing own materials necessary for service provision specifically evaluations and screening materials. Provider will supply statement for reimbursement of materials.
- 2.5. To not solicit for hire or directly employ or contract with any employee or independent contractor engaged by Provider for the provision of services contemplated by this Agreement to NSCS during the term of this Agreement and for a period of two (2) years subsequent to the termination of this Agreement.

3. Other terms.

- 3.1. The term of this Agreement shall commence on August 1, 2020 and cease on July 31, 2021, unless otherwise renewed. Further, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.
- 3.2. Provider and NSCS agree to retain all required records for provision of services contemplated herein for a period of three (3) years, which time period shall commence upon final payment for service or resolution of a pending matter, whichever shall occur later.
- 3.3. The parties acknowledge that the remedy at law for any breach by NSCS or the provision set forth herein at Section 2.5 will be inadequate, and Provider shall be entitled to injunctive relief for the enforcement of this Agreement in addition to receiving such other compensation for damages as a court of competent jurisdiction may award. The provisions of this section shall survive any termination of this Agreement for the periods provided for in this Agreement.
- 3.4. If any portion of this Agreement shall be declared to be invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed modified to the extent necessary to comply with applicable law, and such modification shall, to the extent possible, comply with the intent of the parties as expressed in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. This Agreement can only be modified or amended by the written agreement of the parties, and this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.
- 3.5. Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own costs. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this

Agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

3.6. This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.

3.7. The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 9 day of September, 2020.

NORTH STAR CHARTER SCHOOL

CHILDREN'S THERAPY PLACE, INC.

Jenna Balch

Sondra McMIndes

By: Jenna Balch (Sep 21, 2020 13:08 MDT)

By: Sondra McMIndes MS, CCC-SLP

(Print name): Jenna Balch

President

Its: Chairman of the Board

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3. Other terms.

- 3.1. The term of this...
- 3.2. Provision and...
- 3.3. The parties...
- 3.4. If any...

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

This INDEPENDENT CONTRACTOR AGREEMENT is entered into this 20th day of August by and between **KELLY WILLIAMS** (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. Speech Therapy Services to Students, as requested by the School

2. Compensation, material expenses and billings.

- a. The Consultant shall be paid for performance of 1(a) above, at the rate of **\$65 per hour**,
- b. The School agrees to provide / purchase materials which are deemed, by both parties, to be reasonable, customary and necessary in order for the speech therapy services to be provided to students,
- 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 **August 1, 2020** and shall terminate on **June 15, 2021**, 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 (536-94-2395). 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 provide a copy of the insurance certificate to the school) 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.

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 to Consultant:
Kelly Williams
5477 N Quail Summit Pl
Boise, ID 83703

2. Notices to the School:
Eric Dickelma
Business Manager
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. 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.

AGREED:

X  Date: 9/1/20
Kelly Williams


X Jenna Balch (Sep 21, 2020 13:09 MDT) Date _____

Jenna Balch
Chairperson
North Star Charter School