

Memorandum

To: NS Board
From: SC
Date: 11/28/2022
Subject: Contracts

1. The following contracts are for the Board to approve on 12/1/2022:

Approve:

Tracey Hovevar M.ED., Ed.S.	11/30/2022	\$75/hr + \$35/visit
-----------------------------	------------	----------------------

Will provide assessment and consultation services to facilitate processes for students with or suspected to have disabilities, may also include consultation with parents and staff regarding students with behavioral, social-emotional, and academic concerns.

2

Approve:

Tiffany Dskeland	HS Girls Varsity Basketball Coach	11/17/22-3/1/23	\$3,500.00
------------------	-----------------------------------	-----------------	------------

INDEPENDENT CONTRACTOR AGREEMENT

Tracey Hocevar, M.Ed., Ed.S.

This Agreement is entered into as of the 30th day of November, 2022, between North Star Charter School and Tracey Hocevar, M.Ed., Ed.S. ("the Contractor"). WHEREAS, North Star Charter School is in need of assessment and consultation services to facilitate processes for students with or suspected to have disabilities as mandated under State and Federal Special Education laws or Section 504 of ADA; needs may also include consultation with parents and staff regarding students with behavioral, social-emotional, and academic concerns.

WHEREAS, Contractor will supply an agent that is specially trained and possesses the necessary education, skills, and licenses or credentials to perform the required services. The agent has a Master's degree in Counseling and Human Services (M.Ed.) and a Specialist degree in School Psychology (Ed.S.). The agent is credentialed in Pupil Personnel Services with an endorsement in School Psychology in the state of Idaho.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, North Star Charter School engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with North Star Charter School for any purpose. North Star Charter School shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against North Star Charter School or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. Duties. Duties may include, but are not limited to: review of academic records; assessment; assessment scoring; student observation; report writing; interviewing; parent, teacher, and/or service provider consultation; and attendance at team meetings as requested. Contractor agrees to render her services under this agreement in a professional manner and in compliance with all state and federal laws including the ethical principles of her respective professional affiliations.

3. Terms. This engagement shall commence upon execution of this Agreement and shall continue in effect until either party indicates termination via written communication. North Star Charter School agrees that it will have no right to control or direct specific details, manner, or means by which the Contractor accomplishes the results of the services performed hereunder. The Contractor has no obligation to work any particular hours or days, or any particular number of hours or days. However, the Contractor agrees to be reasonably available to perform the duties requested by North Star Charter School and accepted by the Contractor, and to respond in a timely and reasonable manner.

4. Compensation. As full compensation for the services rendered pursuant to this Agreement, North Star Charter School shall pay the Contractor at the hourly rate of \$75.00 per hour and a flat fee of \$35.00 each visit for the total time spent driving to and from North Star Charter School testing facility from the Contractor's office. The hourly rate does not include cost of assessment protocols or special testing materials, which are the responsibility of North Star Charter School. Compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. These terms may be amended in writing, or supplemented with subsequent estimates for services to be rendered, by the Contractor and agreed to by North Star Charter School.

5. Expenses, Equipment, & Supplies. Equipment/supplies housed by North Star Charter School may be utilized by the Contractor. North Star Charter School agrees to provide an adequate space to conduct services (i.e., room for testing students reasonably free from distractions) while on-site at North Star Charter School. During the term of this Agreement, the Contractor shall bill and North Star Charter School shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.

6. Confidentiality & Property. The Contractor acknowledges that during the engagement she will have access to and become acquainted with various student information and records. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with North Star Charter School. All reports, files, and records relating to the business of North Star Charter School, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of North Star Charter School. Forms, documents, or other inventions created by the Contractor prior to or while under contract with North Star Charter School outside of reports completed for the business of North Star Charter School are the property of the Contractor.

7. Termination. North Star Charter School or Contractor may terminate this Agreement at any time by 14 working days' written notice to the other party. In addition, if North Star Charter School or Contractor is convicted of any crime or offense, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the engagement may be terminated without prior written notice.

8. Insurance. The Contractor will carry liability insurance related to the services performed for North Star Charter School.

9. Liability. With regard to the services to be performed by the Contractor pursuant to the terms of this agreement, the Contractor shall not be liable to North Star Charter School, or to anyone who may claim any right due to any relationship with North Star Charter School, for any acts or omissions in the performance of services on the part of the Contractor or on the part of the agents or employees of the Contractor, except when said acts or omissions of the Contractor are due to willful misconduct or gross negligence. North Star Charter School shall hold the Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the North Star Charter School pursuant to the terms of this agreement or in any

way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Contractor and the Contractor is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

10. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail at the addresses at the bottom of the document. Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

12. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals

Name/Address/Phone:

Marcus Young
839 N. Linder Rd.
Eagle, ID 83616

By: R. Marcus Young x

Its: Chairman of Board [title or position]

Tracey Hocevar, M.Ed.,Ed.S.

State of Idaho Credentialed School Psychologist
2325 W Aspen Cove Circle
Meridian ID 83642
(208)794-8848
traceyhocevar@gmail.com

By: Tracey Hocevar
Tracey Hocevar, M.Ed.,Ed.S.
Agent

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 October 17, 2022, by and between North Star Charter School, of 839 N. Linder Rd. Eagle Id. 83616, and Tiffany Doskeland of 1847 North Water Heights Way, Star, Idaho 83699. 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 October 17, 2022, Coach will provide the following services.

High School Girls Varsity Basketball Coach

2. **Payment of Services.** North Star will pay compensation to Coach for the Services in the amount of \$3,500.00. Payments will be in two (2) installments of \$1,750.00, on December 09, 2022 and \$1,750.00 on January 10, 2023. 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 IHSA, 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 March 01, 2023 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. **IHSA Guidelines as it relates to COVID.** Coach acknowledges that she has read the IHSA 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

 X
Board of Trustees

Service Provider:


Tiffany Doskeland

DATE:

11/10/22