

We Are Better Together, LLC



**Speech Language and Occupational Therapy Service Agreement**

This ("Agreement") for service dated June 28th, 2023:

BETWEEN:

North Star Charter School of 839 N Linder Rd, Eagle, ID 83616  
(the "Client")

-AND-

We Are Better Together, LLC of 1857 S Millennium Way, Suite 120, Meridian, ID 83642  
Melissa Swander and Sara Bergsma Co-Owners  
(the "Contractor")

BACKGROUND:

- A. The Client has determined that the Contractor has the necessary qualifications, experience, and abilities to provide Speech/Language and Occupational Therapy services to the client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in the Agreement.

IN CONSIDERATION of the matters described above of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- a. Speech/Language, Occupational and Physical Therapy Services
  - b. Speech/Language, Occupational and Physical Therapy Assessments and Evaluations
  - c. Case Management of students including developing Eligibility Reports and IEP's, and developing goals, progress monitoring, and reporting on progress to IEP team members.
  - d. Participating in and/or leading MDT and IEP meetings as a contributing member in a timely manner.
  - e. Keeping timeline and content compliance in all aspects of Special Education paperwork.
2. The services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such services to the Client.

#### Terms of Agreement

3. The term of this Agreement (the "Term") will begin on August 29, 2023 and remain in full force and effect until June 2, 2024 subject to early termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent (via email) of the Parties.

4. Services will be provided following the school calendar. The Speech Language Pathologist's (SLP) work days will be 8 hours per day, 2 days a week, the Speech Language Pathology Assistants (SLPA) work days will be 8 hours per day, 2 days per week. The Occupational Therapist (OTR) will work 4 hours per month and the Certified Occupational Therapy Assistant (COTA) will work 4 hours per week. Physical Therapy hours will be 2 hours monthly. The OTR, PT, and/or the SLP can bill an additional 2 hours per month without prior approval with the following parameters:

- a. Two hours of "extra time" will be allowable as flex time each month in order to complete needed meetings and/or paperwork, professional development, collaboration, etc.

1. All additional hours will need to be clarified, submitted in writing, and approved prior to billing, and the completing of services or extended time.

Changes to this calendar may be arranged by written agreement (via email) between Melissa Swander or Sara Bergsma, We Are Better Together co-owners and Shay Davis, or Andy Horning, Principals.

5. In the event that either party breaches a material provision of this agreement, the non-defaulting party may terminate this agreement and require the defaulting party to indemnify the non-defaulting party for all reasonable damage.

6. One month advance written notice will be given, if the contract needs to be terminated by either party.

#### Performance

7. The parties agree to do everything necessary to ensure that the terms of this agreement take effect. We are Better Together will provide all necessary testing and therapy materials for services at North Star Charter. North Star Charter School will provide testing protocols.

#### Currency

8. Except as otherwise provided in the Agreement, all monetary amounts referred to in this agreement are in USD (US Dollars).

#### Compensation

9. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of \$65 per hour for SLP, \$50 per hour for SLPA, \$75 per hour for Occupational Therapy Services, \$55 for COTA services, \$75 an hour for Physical Therapy Services and \$55 an hour for Physical Therapy Assistant Services (if needed).

10. The Client will be invoiced by the 5th every month following services rendered.

11. Invoices submitted by the Contractor to the Client are to be paid within 20 days of receipt.

#### Reimbursement of Expenses

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement. The Contractor will gain prior approval in writing.

#### Confidentiality

13. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the client.

14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the terms of this Agreement and will survive indefinitely upon termination of this Agreement.

15. All written and oral information and material disclosed or provided by the Client and the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

16. The Family Educational Rights Privacy Act (FERPA) (20 U.S.C. § 1232g.34 CFR Part 99): The Contractor agrees to maintain an understanding of FERPA, and to follow laws and regulations in regards to student privacy for all duties and actions performed on behalf of the school district and involving this Agreement outlined responsibilities.

#### Ownership of Intellectual Property

17. All Intellectual Property and related material, including any trade secrets, moral rights, goodwill, relevant registration or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the

"Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for the Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of all the Intellectual Property.

#### Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### Capacity/Independent Contractor

20. In providing the services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to social security, local, state, or federal tax, unemployment compensation, workers compensation, insurance premiums, profit-sharing, pension, or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payment made to the Contractor under this Agreement.

#### Insurance

21. Contractor shall carry a general liability insurance policy with at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) in the aggregate. Each Party shall carry its own Workers Compensation policy. Contractor agrees that proof of any such policies may be requested at any time and shall be provided within thirty (30) days of the request.

### Indemnification

22. Contractor agrees to defend, indemnify, hold harmless and protect the Client, the Client's Board, and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Contractor, its employees or agents.

23. The Client agrees to defend, indemnify, hold harmless and protect Contractor and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of the Client, its employees or agents.

### Notice

24. All notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of the Agreement as follows:

- a. North Star Charter School  
839 N Linder Rd., Eagle, ID 83616
- b. We Are Better Together, LLC (Melissa Swander or Sara Bergsma,  
Co-Owners)  
1857 S Millennium Way, Ste 120, Meridian, Idaho 83642

Or to such other address as the Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, (c) the following day after being deposited with overnight courier.

Modification of Agreement

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement without prior written consent of the Client.

Signature

Whereof the Parties have duly affixed their signatures under hand on this 28th day of June, 2023.

*R. Marco Young*  
 \_\_\_\_\_  
 North Star Charter School (Client)

6-20-23  
 \_\_\_\_\_  
 Date

*Melissa Swander*  
 \_\_\_\_\_  
 Melissa Swander, Co Owner (Contractor)  
 We Are Better Together, LLC

7/26/23  
 \_\_\_\_\_  
 Date

North Star

Speech				Occupational Therapy				Physical Therapy			
PROPOSAL 23/24				Proposal	Hours	Rate	Yearly Total	Proposal	Hours	Rate	Yearly Total
SLP 2.0	560	\$65.00	\$36,400.00	OTR x 4 hrs/mo	35	\$75.00	\$2,625.00	PT x 2 hours/mo	20	\$75.00	\$1,500.00
SLPA 2.0	560	\$50.00	\$28,000.00	COTA 4 hours/wk	136	\$55.00	\$7,480.00				
<b>Total</b>	<b>1120</b>		<b>\$64,400.00</b>	<b>Total</b>	<b>171</b>		<b>\$10,105.00</b>	<b>Total</b>	<b>20</b>		<b>\$1,500.00</b>

SLP (2.0 days per week FTE) 1 W/Th  
 SLPA (2.0 days per week FTE) T/Th

OT (1.0/wk) approx. 4 hours/month on Wednesdays  
 COTA (1.5/week)=4 hours/week on Tuesdays

PT 2 hours/month

Totals  
 SLP, OT, PT: \$76,005.00

## INDEPENDENT CONTRACTOR AGREEMENT

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

This Agreement is entered into as of the 21st day of June, 2023 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 through 06/30/24 or until a mutually and verbally agreed upon date set forth between the Contractor and North Star Charter School. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. 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 \$95.00 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.

**North Star Charter School**  
839 N Linder Rd,  
Eagle, ID 83616  
208-939-9600

x By: R. Marcus Young  
Its: Board Chair [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 L. Hocevar  
Tracey Hocevar, M.Ed.,Ed.S.  
Contractor