

## INDEPENDENT CONTRACT FOR SERVICES

This Independent Contract for Services ("Contract") is made and entered into on September 26, 2024, by and between Lisa M. Jensen ("Contractor") and North Star Charter School ("District").

### 1. Purpose:

- The District provides school-based services to children with disabilities under the Individual with Disabilities Education Act ("IDEA"). The District will be reimbursed for these services if certain criteria are met, such as the eligibility of a child, an established IEP, and medical necessity. The District intends to bill Medicaid for eligible services provided to these students.

### 2. Responsibilities of District:

- The District will become a Medical Provider with the Idaho Department of Health & Welfare and obtain a National Provider Identifier (NPI) number. The District will grant access to add the Contractor as an authorized user on their account as a "user".
- The District will grant access to IEP Software (Enrich) to the Contractor. If the District prefers the Contractor to use a virtual private network (VPN) to sign in, the District will provide access.
- The District will provide access to additional documentation as requested.
- The District will reimburse the Contractor's Nurse Practitioner at a rate of \$5.00 per signature for required physician's referrals. Signatures will be obtained electronically.
- The District shall comply with all State of Idaho rules and regulations regarding reimbursements and overseeing the approvals for Medicaid payment or reimbursement.

### 3. Responsibilities of Contractor:

- All services will be provided remotely. If services are required in-person, the District will schedule with the Contractor at least one week in advance.
- The Contractor will review student eligibility and IEP documents to verify student eligibility for reimbursement of school-based services. The Contractor will review all requests for medical billings for school-based services provided to eligible students enrolled in the District for compliance with applicable rules and regulations regarding student eligibility.
- The Contractor will train District staff in Medicaid processes.
- The Contractor will assist in creating a Medicaid billing process for the District.
- The Contractor will process all billing for the District in a timely manner.
- The Contractor shall comply with all State of Idaho rules and regulations regarding reimbursements and overseeing the approvals for Medicaid payment or reimbursement. The Contractor will ensure compliance with the District's Medicaid Provider contract that provides for the payment or reimbursement to the District for services provided to eligible children.

### 4. Independent Contractor:

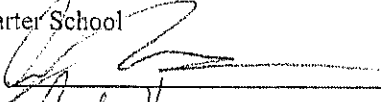
- The Contractor is an independent contractor and not an employee. No employer or agency relationship between the Contractor and the District is created by this Contract. The Contractor shall be responsible for the payment of all taxes or other required tax withholding or reporting requirements and responsible for all employee benefits, either as required by state or federal government, and the District shall not in any way be responsible for the same.
- **General Indemnification:** Each party shall indemnify, defend, and hold harmless (the "Indemnifying Party") the other party, their respective directors, officers, officials, employees, representatives, and agents and each of their successors and assigns, from and

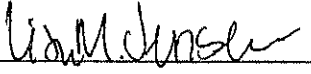
against all liabilities, suits, actions, claims, demands, losses, damages, expenses, and costs of every kind, including reasonable attorneys' fees (collectively "Losses"), suffered or incurred by or asserted or imposed against the party seeking indemnification (the "Indemnified Party") based on a claim by any third party resulting from, connected with, or arising out of (i) a material breach of the Agreement; or (ii) any negligent act or omission, or willful misconduct of the Indemnifying Party or any agent or employee of the Indemnifying Party occurring at any time during the term of this Agreement; provided, however, that such indemnification, defense, and hold harmless obligations shall not apply to the extent that such Losses are caused by the gross negligence or willful misconduct of the Indemnified Party.

5. **Non-Assignment:** The Contractor may not assign any interest in this Contract for any purpose. Any assignment will be considered an immediate breach of this Contract by the Contractor.
6. **Term of Contract and Termination:** The term of this Contract shall be from September 26, 2024 through June 30, 2025. It is expected that Contractor will fully perform the required services for the duration of this Contract; provided, however, District and/or Contractor reserve the right to terminate the Contract, with or without cause, by giving the other party thirty (30) days' written notice. The District will pay Contractor at the rate of \$50 per hour. Mileage from Contractor's office (1728 E. Bowstring St., Meridian, Idaho) will be paid at 67 cents per mile when Contractor needs to be at physical location of District (839 N. Linder Rd., Eagle, Idaho). Contractor will submit an invoice to District by the 5th of each month which shall be reimbursed no later than the 20th of that month.
7. **Records/Documents:** All records or documents prepared, modified or received as generated by this Contract shall be and remain the property of District.
8. **Confidentiality:** Contractor agrees that all information obtained from District and regarding services provided pursuant to this Contract, including, but not limited to, any student's identity and the nature of services rendered, shall be confidential pursuant to the Family Education Records and Privacy Act (FERPA), Individuals with Disabilities in Education Act (IDEA) and confidentiality laws applicable to the Contractor. Contractor is prohibited from disclosing any information obtained because of this Contract to any individual not authorized and directed by the District, or without the consent of the parent/guardian or the student, if eighteen (18) years of age or older and rights have transferred to the student.
9. **Miscellaneous Provisions:**
  - o **Time of Essence:** All times specified in this Contract or any related document for the performance of any act will be strictly construed, as time is of the essence of this Contract.
  - o **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Idaho, with venue in Ada County.
  - o **Titles and Headings:** Titles and headings to articles, sections, or paragraphs of this Contract are included for convenience only and do not affect the interpretation or construction of this Contract.
  - o **Amendments:** This Agreement may not be amended, modified, altered, or changed in any respect except by a written agreement duly executed by the parties.
  - o **Attorney's Fees:** If either party defaults or fails to fulfill any provisions of this Contract, and the non-defaulting party hires an attorney to exercise its rights, or if the parties are involved in litigation, including bankruptcy proceedings, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable notwithstanding any rescission, forfeiture, or other termination of this Contract.
  - o **Exclusivity:** The Contractor recognizes that this is a non-exclusive Agreement and that the District may enter into similar arrangements with other individuals or companies or may choose to perform the Contractor's duties internally.

- o **Entirety of Agreement:** This Agreement represents the entire agreement between the Parties regarding the subject matter and supersedes any previous agreements, whether oral or written, between the Parties on this subject matter.
- o **Public Record:** The Parties recognize that this Agreement is a public record of North Star Charter School, in accordance with Idaho law, and that the District may be required to produce it in response to any applicable public records request.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

North Star Charter School  
By:   
Printed Name: Andy Hornung  
Title: Head of School  
Date: 10/3/2024

Lisa M. Jensen  
By:   
Printed Name: Lisa M. Jensen  
Title: Contractor  
Date: 10/07/24

(208) 514-8101  
1728 E. Bowstring St.  
Meridian, ID 83642  
[lisa.flamingo11c@gmail.com](mailto:lisa.flamingo11c@gmail.com)

## INDEPENDENT CONTRACTOR AGREEMENT

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

This Agreement is entered into as of the 28th day of August, 2024 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

By: By: [Signature]

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 Hocevar

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