



We Are Better Together, LLC

Speech-Language, Occupational, and Physical Therapy Service Agreement

This ("Agreement") for service dated July 29th, 2024:

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 Therapy, Occupational Therapy, and Physical 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 16, 2024 and remain in full force and effect until June 6, 2025 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 attached combined school calendar.
 - a. Speech Language Pathologist's (SLP) work days will be 16 hours a week (2 days/week)
 - i. Two additional hours of flex time may be billed each month without prior approval in order to complete needed meetings and/or paperwork, professional development, collaboration, etc.

- b. Occupational Therapist (OTR) will work 4 hours per month
 - i. Two additional hours of flex time may be billed each month without prior approval in order to complete needed meetings and/or paperwork, professional development, collaboration, etc.
- c. Certified Occupational Therapy Assistant (COTA) work days will be 8 hours a week (1 day/week)
- d. Physical Therapist (PT) will work 5 hours annually.
 - i. If caseload or responsibilities increase, hours will be adjusted in alignment with additional needs.

Changes to this calendar may be arranged by written agreement (via email) between Melissa Swander or Sara Bergsma (We Are Better Together co-owners), Abby Hellrigel (We are Better Together School-Based Therapy Director), and Shay Davis (North Star Charter Elementary Principal) or Andy Horning (North Star Charter Head of School).

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 \$70 per hour for Speech-Language Pathologist services, \$75 per hour for Occupational Therapist Services, \$55 for Certified Occupational Therapy Assistant services, and \$75 an hour for Physical Therapy Services. Therapists may be contracted for half days (4 hours) or full days (8 hours).

10. The Client will be invoiced by the 5th every month, unless otherwise requested by North Star Charter School staff.

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.

Non Solicitation

24. After termination of this contract, the school district agrees not to employ any therapist or employee of We are Better Together for a period of 1 year. This provision aims to maintain the integrity of our team and ensure the continuity of therapy services provided to our students.

Notice

25. 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

26. 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

27. 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 29th day of July, 2024.

Andrew Horning -----
Andy Horning (Client) Date

Melissa swander -----
Melissa Swander, Co Owner (Contractor) Date
We Are Better Together, LLC

Signature: Andy Horning
Andy Horning (Aug 10, 2024 12:06 MDT)

Email: ahorning@northstar charter.org

Signature: Melissa Swander
Melissa Swander (Jul 29, 2024 13:44 MDT)

Email: melissa@bettertogetheridaho.com



Sunshine Landscape, Inc.
PO Box 724
Meridian, ID 83680
phone (208) 884-8036
fax (208) 898-9711
www.sunshinelandscape.net

**Snow & Ice Management
Rate Sheet per Item**

<u>Description of Services</u>	<u>Hourly Rates</u>
Site Monitoring	\$65 per visit
Loader Plowing	\$150
Skid Steer Plowing	\$125
Truck Plowing (minimum job charge \$125)	\$105
ATV plowing of sidewalks	\$85
Hand Work:	\$75
Granular Ice Melt Material	\$32.50 per bag
Liquid Ice Melt Application	\$4.50 per gallon
**includes truck & labor to apply	
 Parking Lot Staking	 \$65 per hour plus materials
 Snow Haul Off (removal of snow from site)	
Trucking	\$200 per hour
Loader	\$150 per hour

Terms and Conditions:

The client understands that snow removal will be performed & billed per Exhibit A & B, which are addendums to this quote. Any changes to the Exhibits must be written and signed by both parties to be considered in effect.

This contract is in effect for the 2024/2025 snow season (11/1-4/1). Services will be billed in the month performed, payment for the services are due upon receipt.

This contract is authorized by *Brett Hansen* Date 8/27/2024
Authorized Signer

This contract is authorized by Brett Hansen Date 8/28/2024
Sunshine Officer

Signature: *Brett Hansen*
Brett Hansen (Aug 28, 2024 12:31 MDT)

Email: brett@sunshinelandscape.net

Exhibit A – Snow Plowing and Removal Services Agreement

THIS SNOW PLOWING AND REMOVAL SERVICES AGREEMENT (the "Agreement") dated as of the date set forth on the Specification Sheet ("Exhibit B"), is made by and between Sunshine Landscape LLC, an Idaho limited liability company, (the "Contractor"), and the client identified on the signed rate sheet that relates to this Exhibit "A", (the "Client"). In consideration of the covenants contained herein, and intending to be legally bound hereby, Contractor and Client agree as follows:

SERVICES - Contractor will furnish labor, supervision, services, materials, and equipment necessary to perform the services, (the "Services"), for the Client as are set forth on the services sheet at the prices and/or amounts set forth on the "Snow Plowing & Ice Control Rates Sheet" contained herein. Services will be made available to Client and the term of this Agreement (the "Term") will be as set forth on the Specification Sheet. Contractor will provide the Services only at the site(s) and location(s) (the "Site") set forth on the Specification Sheet.

SITE AREAS - Contractor is only responsible for providing Services at the areas ("Service Areas") at the Site identified on the Specification Sheet and at no other areas at the Site. Unless the Specification Sheet indicates otherwise, Contractor is not responsible for and will not provide staking of curbs, hydrants, and other items or areas requiring staking on the Site. If Client declines to have Contractor stake the Site, Contractor shall not be responsible for any damages resulting from the performance of Services by Contractor to roadways, curbs, road edges, turf edges, signage or any other items, objects or areas on Client's Site that are not properly staked. If Contractor provides staking of the Site, Contractor shall be responsible for items that are damaged by Contractor that have been staked and shall repair, replace, or credit Client for such damage where such damage was not in existence prior to the Contractor performing Services and Client informs Contractor in writing of such damage within forty-eight (48) hours of such damage. Client agrees that Contractor will be afforded the opportunity to make necessary repairs, and or contract out said repairs. If it is agreed between Client and Contractor that Client will arrange for repairs, an estimate will be provided prior to work being completed.

Unless otherwise agreed upon, Client and Contractor agree that the Specification Sheet will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services. Contractor shall provide service promptly and within a reasonable amount of time as weather conditions and government restrictions permit. Contractor shall not be liable for any Damages (as hereinafter defined) resulting from Client's failure to timely or appropriately request Services from Contractor and Client agrees to indemnify, defend and hold harmless Contractor from and against any Damages resulting from Client's failure to timely or appropriately request Services from Contractor. If as indicated on the Specification Sheet, Client and Contractor agree that Contractor will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions

requiring Services, Client agrees that Contractor's reasonable determination of the need for and amount and scope of the Services provided shall be binding on Client. If client wishes to suspend or deny services, the request must be made in writing, or Contractor will respond to the event. Plowing and shoveling will be limited to amounts that can be feasibly moved by conventional plowing equipment (i.e.; truck mounted plows and sidewalk snow blowers). Any equipment needed over and above the equipment listed above will require Client approval based on rates provided by Contractor. Contractor may delay or withhold Services under such conditions until Client authorizes in writing the use and cost of such additional equipment, labor, and materials.

CLARIFICATIONS - The Client understands that snow accumulations may vary throughout the area, and that accumulations in one area may not be indicative of accumulations at the Client's location. Client also understands that drifting snow may necessitate plowing of their location, regardless of the total snowfall at that location. Blizzard Conditions or unusual snow amounts may require the use of loader service to stack or move snow on site. Under these conditions the Client must understand that this is not a normal event and that turn-around time will be significantly longer unless extra equipment and labor is agreed upon before the event. Client understands that snow plowing operations may not clear areas to "bare pavement," and that slippery conditions may continue to prevail during Plowing operations and until salt or ice melt has taken effect on the surface. Contractor will not be responsible for plant material damaged as a result of snow weight or from damage incurred during requested "curb-to-curb" clearing. Contractor may use subcontractors during snow plowing operations without prior approval from the Client.

PAYMENT - Client shall pay Contractor for Services in accordance with the "Snow Plowing & Ice Control Rates". Contractor shall have the right to terminate this Agreement, or suspend services upon written notice to Client, if Client fails to pay Contractor in full within fifteen (15) days of the date of invoice. Client agrees to pay Contractor a service charge of 1.5% per month or the highest rate permitted by applicable law on invoices not paid by Client within thirty (30) days of the date of invoice. Client further agrees to pay Contractor's costs of collection including attorney fees, court costs and any other expenses incurred by Contractor in collecting amounts past due.

ESCALATION / PRICE INCREASE CLAUSE - Contractor reserves the right to increase the total seasonal contract price in relation to inflationary rate annually due to cost in materials, labor, equipment, and any other relative cost of performing business. Contractor may assess a fuel surcharge in instances of dramatic fuel or material costs increases. Both Client and Contractor reserve the right to review this Agreement at the end of each winter and snow removal season.

INDEMNITY - Client agrees to indemnify, defend and hold harmless Contractor, and its officers, employees, directors, representatives and agents (each, an "Indemnified Party"), from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and attorney fees and disbursements) ("Damages")

suffered, sustained, incurred or required to be paid by any such Indemnified Party due to, based upon, arising out of, in connection with, or otherwise in respect of, (I) the performance of the Services contemplated hereby or otherwise as a result of any acts or omissions by Client, its employees, agents, representatives and clients, (ii) failure by Client to perform its obligations under this Agreement, or (iii) enforcement of this Section. This paragraph shall survive the termination of this Agreement.

LANDSCAPE/SNOW POLICY Contractor's policy is to provide Services only to those clients with whom it has a landscape maintenance agreement. As a result, if Client has not entered into a landscape maintenance agreement with Contractor for the 2023 season, Contractor shall have the right to terminate this Agreement without notice to Client.

DAMAGES TO DRIVEWAYS, WALKS AND OTHER PAVED SURFACES Prior to the commencement of snow plowing operations, Client and Contractor shall inspect the site and document in writing existing conditions. In this manner there will be no conflicts once the season is complete. Contractor is not responsible for cosmetic scrapes on driveways, curbs and or sidewalks however, Contractor shall be responsible for structural damage. Cracked concrete will not be the responsibility of Contractor during normal driveway, and or sidewalk clearing operations. Contractor will not be responsible for man-made objects (i.e. planters, statues, etc.) left on snow plow areas. Garage doors, landscaping, sod and structural driveway damage shall be the responsibility of Contractor.

MISCELLANEOUS This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns; provided that, Client may not assign this Agreement, nor any of its rights, interests or obligations hereunder, without the prior written consent of Contractor. This Agreement, the Specification Sheet and the Time & Material Rate Sheet contained herein hereto set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge and supersede all prior discussions, agreements, and understandings of any and every nature between them as to the subject matter hereof. This Agreement and the Specification Sheet and the Snow Plowing & Ice Control Rates attached hereto may be amended, modified, supplemented, or altered only by a written agreement signed by Client and Contractor. Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be waived, but no such waiver shall be effective unless such waiver is in writing and is signed by the party against whom the waiver is to be effective. Such waiver shall not operate or be construed as a waiver of any other or subsequent breach of such or any other provision. The parties agree that any conflict as between the provisions set forth in this Agreement and any provisions set forth in the Specification Sheet or any other document incorporated into this Agreement, the provisions of this Agreement shall prevail.

Exhibit B – Snow Specification Sheet

The purpose of this document is to explain the services we provide for snow removal. Snow removal in Idaho is a very difficult job that requires years of practice and an in depth understanding of the Treasure Valleys unique winter climate conditions. The valley is known for anything from small ½” events to 8” + in a single event, some of which was not predicted by the local weather stations. We strive to do our best to accomplish the goal of ours and our clients which is to keep site visitors safe during difficult conditions. This requires a partnership between us and the client and a level of trust to allow us to do what we believe is the best approach as each storm is unique. Below is an outline of services we provide and why we do them.

Standard Service Performance

Our standard service performance is generally to plow snow at 1” and provide pretreatments, when needed, to prevent the need for plowing as well as ice buildup. When we plow lots, we will post treat. Even a small amount of snow can pack down with traffic and become very icy quickly.

We treat sidewalks on an as needed basis and generally shovel them to be cleared at 1/2”. Event conditions dictate how we respond to each storm so response conditions may be adjusted to be as effective as possible for each storm. When shoveling is not needed, the walks are treated with ice melt only.

Each of the tactics described below are used to maximize effectiveness for storms and reach our goal for each event which is to have no injury incidents and keep lots and walks open.

Parking Lot Management

Pre-Treating – We use calcium chloride in a liquid application to pretreat lots to attempt to manage ice and snow buildup. This is done for multiple reasons including an attempt to prevent ice & snow buildup during an event. This is especially helpful when we have events during the day that may limit our ability to plow parking lots with traffic. We also pretreat lots to prevent the snow from freezing and sticking to the parking lots which allows for a much cleaner plowing after the storm. This is especially helpful when the temperature is forecasted to drop after a storm has passed. When this happens it’s very difficult to get all of the snow cleared off before traffic passes on the lots and packs the snow to the asphalt and freezes.

Snow Plowing – Our standard practice is to use trucks to plow parking lots, or skid steers with box plows. We also use loaders with box plows or buckets for large parking lots that have room for bigger equipment. Our truck plows are all V plows which allows for quicker plowing and gives us the ability to move the snow where we want it and stack it better in islands or turf areas and corners of lots.

In extreme event conditions we may only be able to plow lots along the sidewalks by the building, drive lanes and handicap access areas. In this case, we'll return the next night after the parking lot clears to clean up any left messes and outside stalls that may have been missed during the initial plowing. We will also plow around parked and left vehicles.

During storm events that transition from nights into the daytime on weekdays we will generally attempt to plow drive lanes and handicap access areas during the day unless the storm is so bad plowing is not feasible or effective.

Post Treatment – Upon completion of the parking lot being cleared of snow we will treat the lot with liquid ice melt which allows us to clean the asphalt of any leftover snow or ice buildup on the lots and will generally protect the lots of issues until retreatment is needed. That timing can vary on conditions including outside temperatures and ground temperatures as well.

Sidewalk Management

Pre-Treatment – In certain conditions we will pretreat the sidewalks to attempt to prevent ice or snow buildup on the walks for a coming event. Our goal is to always provide acceptable conditions to allow for safe passage on the walks. Pretreating is a helpful way to get ahead of the storms.

Event Clearing – We will clear sidewalks of snow as soon as possible upon completion of an event. If the storm is going to continue into the workday or on 24/7 locations, we'll clear walks and return as needed to do our best to keep walks clear as the storm continues. There are times when the events are too much, and constant clearing and ice melting is ineffective and a waste of money. In that case we will wait for the storms to pass and then begin clearing walks and treating sidewalks as soon as the event is completed.

Post Treatment – Once walks are shoveled and cleared, we will apply a granular ice melt application to prevent icing of the walks after the storm and allow for safe conditions.

Additional Services

Site Monitoring – We send our crews out to check sites on nights when we're unsure if we will get an event or not. Sometimes we get more than we expected and sometimes we don't get anything. When we don't get any conditions that require servicing, we bill a site monitoring charge which covers our cost of sending the crew to the site. Snow removal is an imperfect art that requires guessing sometimes, we believe it's better to be safe than sorry so we will send crews out to visit sites when we are unsure about expected conditions.

Snow Stacking/Haul Off – When we get extreme storms that require additional snow relocation or stacking in parking lots we will bring in the necessary equipment to provide that service. This will be something that's discussed with the client prior to the work being done as it's an extra and unusual step. We may also need to remove snow from the site to be dumped offsite. Again, that will be communicated with the client prior to work being performed.