

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 28th day of April 2021, between Forrester M. Bird Charter School and Tandy Therapy LLC ("the Contractor"). WHEREAS, Forrester M. Bird Charter School is in need of direct and indirect professional services to facilitate processes for students with Whereas, Forrester M. Bird Charter School provides special education and related services to assist students attending school at Forrester M. Bird Charter School in their educational development, as identified on the students' Individualized Education Program (IEP) or 504 Plan; and Whereas, the Provider is duly licensed or qualified and able to provide related services to Forrester M. Bird Charter School; 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 correlating professional field. The agent is a Licensed Professional in the State of ID. The contractor (Tandy Therapy) will provide Forrester M. Bird Charter School with a certificate of insurance that provides proof of general liability limits of \$1 million and professional liability with minimum limit of \$1 million.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, Forrester M. Bird 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 Forrester M. Bird Charter School for any purpose. Forrester M. Bird Charter School shall not be responsible for withholding taxes with respect to the Contractor's compensation. The Contractor shall have no claim against Forrester M. Bird 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; IEP reviews, assessment, documentation, and meetings; direct student intervention; student observation; report writing; interviewing; parent, teacher, and/or service provider consultation; attendance at team meetings as requested; and commuting time. Contractor agrees to render services under this agreement in a professional manner and in compliance with all state and federal laws including the ethical principles of her/his respective professional affiliations.

3. Terms. This engagement shall commence upon execution of this Agreement and shall continue in effect through June 15, 2022 (date). The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. Forrester M. Bird 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 agent will perform services for up to 30 students over three days per week for the term of this contract and in accordance with Individual Education Plans, with makeups scheduled as-needed by the agent. Any additional students or time will require an amendment to this contract, in writing, with signatures from both parties.

4. Compensation. As full compensation for the services rendered pursuant to this Agreement, Forrester M. Bird Charter School shall pay the Contractor at the daily rate of \$800 based on an eight-hour day and \$100 per hour for any additional time required for contract duties outside of designated days (i.e., IEP meetings, parent communication, team communication, documentation, etc.) The hourly rate does not include cost of assessment protocols or special testing materials, which are the responsibility of the Contractor, unless a specialized test/assessment is required by Forrester M. Bird Charter School or related parties. 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 Forrester M. Bird Charter School.

5. Expenses, Equipment, & Supplies. Equipment/supplies housed by Forrester M. Bird Charter School may be utilized by the Contractor. Forrester M. Bird Charter School agrees to provide an adequate space to conduct services (i.e., room for students' therapy reasonably free from distractions) for students when they are on-site at Forrester M. Bird Charter School. The Contractor has a teletherapy office and will perform services virtually when appropriate. Parents or school staff will act as student helpers, as needed, to facilitate technology and therapy services. During the term of this Agreement, the Contractor shall bill and Forrester M. Bird Charter School shall reimburse Contractor 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 Forrester M. Bird Charter School. All reports, files, and records relating to the business of Forrester M. Bird Charter School shall remain the exclusive property of Forrester M. Bird Charter School. Forms, documents, or other inventions created by the Contractor prior to or while under contract with Forrester M. Bird Charter School, outside of reports completed for the business of Forrester M. Bird Charter School are the property of the Contractor.



7. **Termination.** Forrest M. Bird Charter School or Contractor may terminate this Agreement at any time by 30 days' written notice to the other party. In addition, if Forrest M. Bird Charter School 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 Forrest M. Bird 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 Forrest M. Bird Charter School or anyone who may claim any right due to any relationship with Forrest M. Bird 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 negligence. Forrest M. Bird 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 Forrest M. Bird 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.

Forrest M. Bird Charter School

Name of District/Agency

Address

615 South Madison

Address

Fax:

Phone:

By: Mary Jensen
Printed Name/Position

Executive Director

Signed 
0BBDBE8812BD42C...

maryjensen@forrestbirdcharterschool.org

Date: 4/29/2021

Tandy Therapy LLC

398 S. Corbin Rd.

Post Falls, ID 83854

fax (208) 908-0060

(208) 981-1111

By: Lauren Tandy
CEO, Tandy Therapy LLC

Signed:



Date: 4/29/2021