



Independent Contractor Agreement

2023-2024 School Year

“CST”

Diane Peake, OTR/L

801-644-4212

charterschoolot@gmail.com

4909 Glasmann Way, South Ogden, UT 84403

This Independent Contractor Agreement (the “Agreement”) is effective as of the 1st day of August, 2023 (the “Effective Date”) by and between Advantage Arts Academy (“School”) and Charter School Therapy (“CST”), Federal Tax ID No. 47-1401775.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, School and CST hereby mutually covenant and agree as set for the below.

1. Term

CST will provide those Services (as that term is defined in Section 2 below) for the 2022–2023 school year. The Services will terminate on June 30th, 2024. If School and CST agree, in writing, to continue this Agreement into a subsequent school year, the terms of this Agreement will remain in full force and effect unless and until the earlier of (a) the parties enter into a new agreement regarding the subject matter hereof or (b) the parties terminate this Agreement as set forth in Section 6 hereof.

2. Contract Service

CST will provide to School the following services (“Services”) for students: screenings, evaluations, consultations, Individualized Education Plan (“IEP”) meetings as therapists are available, training for staff or parents, virtual services/packets, kindergarten screening, pre-referral to Special Education services, training for professional development to staff or parents, after school programming for student handwriting skills, motor skills programming, and administrative time for therapy and direct services, including work completed off-site that is directly related the Services, such as documentation, scoring evaluations, writing evaluation reports, updating IEP documentation, session preparation time, and any additional services as described in Exhibit A. (If no additional services are listed in Exhibit A, School acknowledges that there are no additional services.). CST and its subcontractors will make and maintain records of the Services provided to each student. CST agrees to comply with all State and federal special education law where applicable. CST agrees to maintain its own professional liability insurance. Any subcontractor CST contracts with to provide services under this Agreement will have current, applicable professional credentials pursuant to State and local law.

CST will provide evaluation and therapy supplies used during direct or virtual service. Items to be used by the student at the school outside of the time of service may be lent by CST occasionally. School will be required to purchase any additional therapy supplies requested or required by School. Any supplies purchased by School would remain school property.

CST has developed and is following COVID-19 safety protocols as mandated, but not limited to wearing masks, sanitizing materials and equipment between appointments, and providing one-time use materials when applicable. Where the School requests additional materials for one-time use beyond those normally provided by CST, School will be required to purchase such additional supplies requested or required by School.



3. School Obligations

School shall be solely responsible for its own compliance with (i) all applicable State, local, and federal laws and regulations, including but not limited to all applicable education and special education laws and regulations; and (ii) all School and school district policies and procedures.

4. Maintenance of Records

CST shall maintain or supervise the maintenance of all records necessary to properly account for CST's performance and the payments made by School to CST under this Agreement. These records shall be retained by CST for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CST agrees to allow, at no additional cost, the State of Utah, federal auditors, and School staff, access to all such records.

5. Payments

a. School will pay CST \$78.00 per hour for the Services. There is a one (1) hour minimum charge for all Services completed on-site. CST will send a monthly invoice ("Invoice") for the Services within the first three (3) business days of each month. School shall pay the sums due under the Invoice within twenty-one (21) calendar days after the date of the Invoice. In the event School elects to send payment of the sums due under the Invoice by mail, School shall postmark such payment within twenty-one (21) calendar days after the date of the Invoice.

b. If a student fails to attend an appointment for virtual Services, CST will attempt to reach parents by phone, text, and email. If CST is unable to reach a student receiving virtual Services, CST will send a packet with a reminder for the student's next appointment. For students who fail to attend virtual Services appointments, CST will charge for the full amount of the Service time, plus a fifteen (15) minute administrative charge for the time spent attempting to contact the parent and/or student and sending the reminder packet. If a parent cancels the appointment less than twenty-four (24) hours in advance of the appointment, CST will provide the student with an email packet of therapeutic activities. For parents who cancel less than twenty-four (24) hours in advance of the appointment, CST will charge for fifty percent (50%) of the Service time.

c. If School provides notice of the need to retain CST to perform a student evaluation more than 15 business days from the date a parent first signs the evaluation permission form, School shall pay CST a \$150 rush services fee.

d. If School provides notice of the need for CST to attend an IEP meeting fewer than three (3) business days prior to the date of the IEP meeting, School shall pay CST a \$50 late-notice fee.

e. If School fails to make any payment identified in this Section 5 when due then, in addition to all other remedies that may be available:

(i) CST may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(ii) School shall reimburse CST for all costs incurred by CST in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(iii) if such failure continues for thirty (30) calendar days following written notice thereof, CST may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to School by reason of such suspension, provided, however, that CST will perform any missed Services at its regular hourly rate once all past due amounts and interest thereon have been paid.



6. Termination

This Agreement may be terminated by either party for any or no reason on thirty (30) days written notice to the other party. CST reserves the right to terminate this Agreement immediately in the event that School materially breaches any provision of this Agreement, including, but not limited to Sections 3 and 5 herein. Notice shall be given by Certified Mail, addressed as follows:

For School:

Advantage Arts Academy

6171 11800 S

Herriman, UT 84096

For CST:

Diane Peake

4909 Glasmann Way

South Ogden, UT 84403

or to such other address a party may specify to the other in writing.

7. Miscellaneous

a. Severability. In the event a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken. All portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms to give as much effect as possible to the intentions of the parties under this Agreement.

b. Governing Law and Mandatory Venue. This Agreement shall be governed by the laws of the State of Utah without regard to any conflict of law provisions. All claims or disputes arising hereunder or in any way relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts situated in Weber County, State of Utah, and each party hereby submits him/her/itself to the personal jurisdiction and mandatory venue of such courts. If any party violates this provision and files suit in another forum, the other party shall be entitled to anti-suit injunctive relief in the state and federal courts situated in Weber County, State of Utah, enjoining the action in the improper forum.

c. Successors and Assigns. This Agreement shall inure to and bind the heirs, devisees, executors, administrators, personal representatives, successors, and assigns, as applicable, of the respective parties hereto.

d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect thereto. Notwithstanding any Utah statutory or common law to the contrary, this Agreement can be amended or modified only in a writing signed by CST and School, whether or not a claimed modification is supported by separate consideration.



e. No Waiver. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time. In addition, no course of dealing between the parties, nor any delay in exercising any rights or remedies hereunder or otherwise, shall operate as a waiver of any of the rights or remedies of the parties.

f. Headings. The headings of articles and paragraphs used in this Agreement are for convenience only and are not part of its operative language and shall not be used to affect the construction of any provisions hereof.

g. Attorney's Fees and Costs. If a legal action or other proceeding is brought by CST or School for enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred, in addition to any other relief to which such party may be entitled under applicable law.

Remainder of this page left intentionally blank.

[Signature page to follow]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Charter School Therapy

By: _____
Its: Owner

DocuSigned by:
Diane Peake
D1D2E348286641A...

5/1/2023

Date

Advantage Arts Academy

By: _____
Its: eg. Director, assistant, principal

DocuSigned by:
Kelly Simonsen
A45CE2B9EC10419...

5/1/2023

Date



Exhibit A

CST will provide the following Occupational Therapy Services: Evaluations, direct services, indirect services, virtual services, therapy packets, consultations, documentation, screenings, kindergarten screenings, pre-referral to Special Education services, staff and/or parent trainings, attending IEP or staff meetings as requested and available, after school programming for student handwriting skills and/or motor skills, program development, ESY (Extended School Year) and administrative time for services , including work completed off site that is directly related to the Services, such as documentation, , scoring test protocols ,writing evaluation reports, updating IEP documentation for goals and present levels and session preparation time.

If, at any time, School has questions or concerns about the Services, charges for the Services, or other items related to the Agreement, please contact Diane Peake at charterschoolot@gmail.com.