



**We Are Better Together, LLC  
Therapy Service Agreement**

This ("Agreement") for service dated July 10th, 2025:

BETWEEN:

Caldwell School District of 1200 Grant St., Caldwell, ID 83605  
(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 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 Pathologist - providing evaluation, treatment and consultation to students as directed by the Caldwell School District Special Education Director
  - b. Speech-Language Pathology Assistant - providing treatment and consultation to students as directed by the Caldwell School District Speech Language Pathologists
  - c. Occupational Therapist - providing evaluation, treatment and consultation to students as directed by the Caldwell School District Special Education Director
  - d. Certified Occupational Therapy Assistant(s) - providing treatment and consultation to students as directed by the Caldwell School District Occupational Therapists or We are Better Together Occupational Therapist (whichever is applicable)
  - 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.

### Caseload Growth Contingency

3. If the individual caseload for Speech-Language Pathology and/or Occupational Therapy services increases by 15% or more from the initial caseload identified at the start of the contract period, the Contractor and School District shall meet within ten (10) business days to collaboratively discuss an appropriate plan of action. This plan may include, but is not limited to:
  - a. An increase in contracted hours for existing therapists;

- b. The addition of a part-time or full-time therapist to share the caseload;
- c. Adjustments to service delivery models (e.g., group services, consultative services);
- d. A proportional increase in contractor compensation;
- e. Reallocation or reassignment of duties within the current scope of work.

The intent of this clause is to ensure that service quality, compliance with IEP mandates, and therapist workload remain appropriately balanced as student needs evolve.

### Terms of Agreement

4. The term of this Agreement (the "Term") will begin on August 7th, 2025 and remain in full force and effect until May 22nd, 2026, 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.
5. Services will be provided following the Caldwell 2025-2026 school district calendar. 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 Dawn Spurlock (Caldwell Director of Special Services) or Julie Mead (Caldwell Chief Officer of Special Services).
  - a. Speech-Language Pathologists schedule will be 40 hours a week (5 days/week)
  - b. Speech-Language Pathology assistant's schedule will be 40 hours a week (5 days/week)
  - c. Occupational Therapist's schedule will be 10 hours a week (2, 5 hour days/week)
    - i. Up to 4 additional hours of flex time may be billed each month without prior approval in order to attend weekly special education meetings virtually when invited or requested by special education team

members and/or the Special Education Director.

- d. Certified Occupational Therapy Assistants hours will be 24 hours a week (3 days/week)

6. 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 all reasonable damage.

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

### Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### Currency

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

### Compensation

10. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of \$71.24 per hour for Speech-Language Pathologist services, \$57.20 per hour for Speech-Language Pathology Assistant services, \$75 per hour for Occupational Therapy services and \$57.20 per hour for Certified Occupational Therapy Assistant services.

11. The Client will be invoiced on the 5th every month, unless otherwise requested by Caldwell School District Staff.

12. Invoices submitted by the Contractor to the Client are due within 20 days of receipt.

### Reimbursement of Expenses

13. 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 only be reimbursed for additional expenses submitted according to the following guidelines:

#### Confidentiality

14. 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.

15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, and 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.

16. 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.

17. 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

18. 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.

19. 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

20. 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

21. 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

22. 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

23. 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.

24. 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

25. After termination of this contract, the school district agrees not to employ any current or former 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.

- a. In the event that the school district hires or contracts with any current or former therapist or employee of We are Better Together who provided services under this Agreement, within 12 months of the termination of this Agreement, the school district agrees to pay a Finder's Fee to We are Better Together equivalent to 10% of the total value of services performed by that individual therapist under this Agreement. This fee is in consideration of We are Better Together's waiver of the Non-Solicitation clause set forth in Section 25. We are Better Together, in its sole discretion, may waive the foregoing Finder's Fee if agreed to in writing by both parties prior to the hiring or contracting of the individual.

#### Notice

26. 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. Caldwell School District  
1200 Grant St., Caldwell, ID 83605

