



Independent Contractor Agreement

This Agreement is made the 5th day of February, 2018 by and between Jim Detwiler, with, Boone County Schools in Kentucky and Tamara Konrade of ESSDACK ("Contractor"), 1500 E. 11th, #200 Hutchinson, KS 67501.

- **INspired Leadership Day 1 for July 24, 2018 with Tamara Konrade**
- **Consulting fees: \$3000/day + travel expenses (flight, hotel, food, transportation)**
- **Material charges: \$140/each (includes assessments, day one materials, and INspired Evolution book) for 63 people = \$8,820 + shipping**
- **The cost for an assistant to help with assessment management. Travel only (flight, meals, etc)**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor as follows:

- ☒ A FIXED fee of \$11,820 upon satisfactory completion of services. Contractor will invoice Client and payment should be made payable to ESSDACK and paid within 2 weeks of receipt of invoice. (this total will change after shipping expenses are added in)
- ☐ A DAILY fee of \$_____ (USD) per day for a maximum of ___ day(s). Contractor will invoice Client and payment should be made payable to ESSDACK and paid within 2 weeks of receipt of invoice.
- ☐ An HOURLY rate of \$___ per hour for a maximum of ___ hours. Contractor will invoice Client and payment should be made payable to ESSDACK and paid within 30 days of receipt of invoice.

3. Reimbursement

Client agrees to reimburse the Contractor for the following expenses

- ☐ Not applicable—No reimbursement of expenses to be paid
- ☒ Roundtrip mileage at the rate \$0.54 per mile. (Not to exceed the IRS approved maximum) for mileage
- ☒ Travel Expenses (Coach airfare, Rental Car/Gas, Taxis, Shuttles, Parking Fees, Tolls)
- ☒ Food and lodging (if applicable)

- Material fee per participant if applicable

4. Equipment and Facilities

Client agrees to arrange for and provide at no cost to the Contractor the following:

- Facilities
- LCD Projector
- Internet Access
- On Site Tech Support
- Computers for participants depending on presentation (if available)
- Easel, Flip Chart, Markers
- Lapel Microphone
- Computer Speakers
- Other...Table, power cord and strip, 1/4" sound cable for his Mac computer

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. The Contractor understands and agrees it is responsible for payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the compensation paid and received under this Agreement.

6. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law.

7. Cancellation or Re-scheduling of Services and Termination

In the event that the contractor is unable to perform the services described herein due to personal illness, injury or an act of God, the parties agree that Client in its discretion may (1) re-schedule the services to a future date(s) mutually agreeable to the parties; or (2) cancel the services/event and terminate this agreement.

8. Termination

This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days written to the last known address of the other party. In the event of termination by the Client, the Client agrees to reimburse the Contractor for all non-refundable expenses incurred, within 10 days of receiving receipts documenting said expenses. Additionally, if the Client terminates this contract with less than thirty (30) calendar day notice, Client is responsible for full fee and Contractor expenses as noted in Section two (2) and Section three (3) above.

9. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

10. Modifying the Agreement

This Agreement may be modified only by a written document signed by both parties.

11. Applicable Law

This Agreement will be governed by the laws of the state of Kansas.

12. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

13. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

Signatures

Client: _____

By: _____Signature


Typed or Printed Name: _____

Title: _____

Taxpayer ID Number: _____

Date: _____

Contractor: ESSDACK

By:  DocuSigned by:
Staci Eddy
E0EFC012E12F480...

Typed or Printed Name: Staci Eddy

Title: Service Coordinator

Taxpayer ID Number: 48-1069538

Date: 5/10/2018 7:10:06 AM PDT