

## **2012 LETTER OF AGREEMENT CONTRACTOR SERVICES**

The following is a letter of agreement between The Connor Group (hereafter referred to as "Contractor") and the Cascadia Chapter of ASTD (hereafter referred to as "the Chapter") to begin November 1, 2011 and end December 31, 2012.

### **Contractor Agrees**

Contractor agrees to provide Executive Director services as contained in the attached Job Description. The attached Job Description acts as a written outline of requested services and shall be incorporated by reference into this agreement.

### **Chapter Agrees**

The Chapter agrees to provide the following:

- Administrative Support
  - charges for local phone number
  - credit card supplies, including imprint machine and slips
  - labels, envelopes and postage
- Bookkeeping and Financial Support
  - checks (either bank or computer)
  - deposit slips
  - financial/bookkeeping software
  - deposit stamp
- All financial responsibility for payment of Chapter programs and services
- Provide oversight on programs and services
- Allow Contractor access to all Board and committee members for accurate and timely communication on all programs and services
- Monthly review of contractor hours utilized and allotment remaining; oversight and approval or denial of requested extra-contractual hours as appropriate

### **Independent Contractor Status**

Contractor will provide the services described in this document as an independent company and not as an employee of the Chapter.

Contractor is responsible for withholding or paying any income or other taxes on contractual payments paid to Contractor by the Chapter.

Contractor certifies that she has obtained all licenses and/or business registrations necessary to carry out the services listed herein. Contractor accepts responsibility for providing and maintaining all workers' compensation or other insurance required or desired and agrees to save and hold the Chapter harmless from any and all liability.

Contractor shall supply its own transportation, tools, equipment, and supplies (except as otherwise noted) required to perform the services at no additional cost to the Chapter.

### **Copyright of Materials**

Materials designed for the Chapter are the property of the Chapter. Nothing in this proposal or a subsequent agreement, however, would disallow Contractor from using fonts or formatting schemes on other projects.

### **Fees**

Contractor agrees to provide the services listed above at the rate of \$38,400 per annum (80 hours per month at \$40 per hour or \$3,200 per month). Services requested and approved that are above and beyond these services or hours will be billed at the rate of \$40 per hour. An estimate of additional hours required will be provided to the Chapter in advance of work being performed for approval by the current Chapter President, Incoming President, or Finance VP/Treasurer for approval.

### **Payment**

Contractor will be pre-paid on a monthly schedule by an invoice.

### **Expenses**

Supplies and expenses such as checking account checks and deposit slips and postage for administrative functions (sending out prospective member packets, renewal forms, new member letters, etc.) would either be paid by the Chapter directly or reimbursed to Contractor on a regular basis. Written receipts will be furnished for reimbursement.

### **Indemnification**

The Chapter agrees to indemnify the Contractor for any charges the Contractor may undertake on behalf of ASTD-Cascadia Chapter and as directed by the Chapter. Any cash expenses will be reimbursed and any credit card expenses will be reimbursed, including any interest accrued.

### **Terminations, Renewals, and Modifications**

This agreement is terminable by either party without harm to either party upon a 60-day written notice. The Chapter reserves the right to terminate this contract at any time if Contractor is found to have caused the Chapter harm by any method (embezzlement, false statements, destruction of records, or any illegal or unacceptable business practice). The Chapter also reserves the right to a full 60 day grace period for transition purposes (if there is any work in progress) should Contractor decide to terminate the contract. All fees due for works in progress but unpaid as of the date of the termination must still be paid. The works in progress must have been requested of Contractor in writing prior to the termination of this letter of agreement. This agreement is renewable or extendable upon written

agreement by both parties. Any modifications to this document will be included as a written addendum signed by both parties.

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Kathleen M. Bergquist, Owner  
The Connor Group

\_\_\_\_\_  
Date  
93-0988930  
\_\_\_\_\_  
Federal ID Number

The terms of this letter of agreement are hereby approved and accepted.

\_\_\_\_\_  
Grant Axtell  
President  
ASTD-Cascadia Chapter

\_\_\_\_\_  
Date