

This Independent Consulting Agreement ("Agreement"), is made this 5th day of August 2019, between North Kansas City School District No. 74 ("District") and Sophic Solutions ("Independent Consultant").

Taxpayer Identification Number: 81-4343274
Address: 7827 N. Kansas Ave, KCMO 64119
Contact Person: Rodney & Stephanie Smith
Phone: (615) 496-7117 or (615) 500-8599 Fax: _____

WHEREAS, the District desires to provide services outside the responsibilities of District employees, therefore requiring the use of independent consultants to perform such services; and

WHEREAS, the Independent Consultant represents to the District that he/she can provide the services outlined below.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY and between the parties as follows:

1. DESCRIPTION OF SERVICES AND OBLIGATIONS OF INDEPENDENT CONSULTANT

1. Include dates of visits
2. Describe professional development services
3. Describe any other obligations of consultant
4. Prior to commencement of the Agreement, Independent Consultant shall provide to District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Independent Consultant shall also provide District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

2. COMPENSATION

Independent Consultant shall be paid for services provided to the District as follows: \$200 to \$300 per hour actually worked, not to exceed \$. Independent Consultant shall invoice the District upon completion of the services described in this Agreement. The District will provide payment to Independent Consultant within thirty (30) days of its receipt of an invoice showing the dates of service, description of services provided, charge for those services, quantity, unit cost of materials provided, and purchase order number.

Independent Consultant will be responsible for payment of all taxes arising out of his/her compensation under this contract, including but not limited to Federal,

State, and local taxes, unemployment taxes, sales tax, FICA and workmen's compensation.

Services include but are not limited to:	Time/Cost	Cost
Phase I (August – September 2019)		
Review and analyze current district data	5hr (\$300)	\$1500.00
Create new data collection tool for Faculty and Staff	8hr (\$300)	\$2400.00
Conduct interviews with senior administrators and key central office personnel; interview at least (1) administrator per high school, middle school and 6 th grade center	6hr (\$300)	\$1800.00
On-going planning meetings with Executive Director of Student Services, Perry Hilvitz.	1hr (\$300)	\$300.00
Total		\$6000.00
Phase II (September – October 2019)		
Conduct staff focus group discussions 1 per school type (i.e. High School, Middle School or 6 th grade center)	6hr (\$300)	\$1800.00
Conduct student focus group discussions 1 per school type (i.e. High School, Middle School or 6 th grade center)	6hr (\$300)	\$1800.00
Conduct interviews with key students identified through purposive sampling	6hr (\$300) - \$250	\$1550.00
On-going planning meetings with Executive Director of Student Services, Perry Hilvitz	1hr (\$300)	\$300.00
Total		\$5450.00
Phase III (October – November 2019)		
Transcription and Analysis of data	16hr (\$300) - \$300	\$4500.00
Prepare report of findings and recommendations	8hr (\$300) - \$200	\$2200.00
On-going planning meetings with Executive Director of Student Services, Perry Hilvitz	1hr (\$300)	\$300.00
Total		\$7000.00
Invoices will be submitted throughout the execution of the project.		\$18,450.00

3. RELATIONSHIP BETWEEN THE PARTIES

Independent Consultant is retained only for the purposes and to the extent set forth in this Agreement and his/her relationship to the District shall be that of an independent contractor. The parties understand and agree that the Independent Consultant is engaged in the operation of his/her own business and shall not be considered to be the agent or employee of the District. As a result, neither party has the general authority to enter into any contract, assure any obligation or to make any warranties or representations on behalf of the other.

Independent Consultant will not receive any fringe benefits available to District employees such as retirement, life insurance, vacation, or health insurance. The Independent Consultant shall provide his/her own personal liability insurance.

While performing services under this Agreement, Independent Consultant agrees to refrain from unlawful harassment and discrimination. Independent Consultant further agrees to comply with all applicable District rules, regulations, policies and procedures while providing services under this Agreement.

members, administrators, employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Independent Consultant and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Independent Consultant's and/or its employees, directors, agents, subcontractors and/or consultants performance under this Agreement. Independent Consultant's obligations under this paragraph shall survive the expiration or termination of this Agreement for any reason.

4. TERMINATION

This Agreement may be terminated by the District at any time by providing written notice to Independent Consultant.

5. AMENDMENTS

Any amendments to this Agreement must be in writing and signed by both parties.

6. GOVERNING LAW

The Laws of the State of Missouri will govern the interpretation and enforcement of this Agreement.

7. HEADINGS

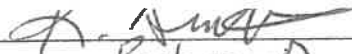
Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. SEVERABILITY


If one or more of the contract clauses are found unenforceable, illegal, or contrary to public policy, the contract remains in full force and effect except for the unenforceable clause or clauses.

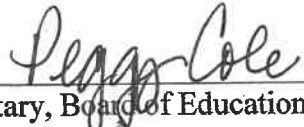
The undersigned have authority to enter into and be bound by the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Signature: 
Print/Type Name: Rodney D. Smith
Title: Managing Partner

NORTH KANSAS CITY SCHOOL DISTRICT NO. 74

By: 
President, Board of Education

By: 
Secretary, Board of Education

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”), made this 11th day of December, 2018, between North Kansas City School District No. 74 (“District”) and Sophic Solutions, LLC (“Sophic”).

Taxpayer Identification Number: 81-4343274
Address: 7827 N. Kansas Ave., Kansas City, MO 64119
Contact Person: Rodney D. Smith or Stephenie K. Smith
Phone: 615-496-7117 or 615-500-8599

WHEREAS, the District desires to provide services outside the responsibilities of District employees, therefore requiring the use of independent contractors to perform such services; and

WHEREAS, it is a core function of Sophic to provide training workshops, presentations, consultation, and other related services that cover a variety of topics related to District improvement and/or enhancement; and

WHEREAS, District desires that Sophic provide consulting services to address diversity and inclusion strategic alignment; and

WHEREAS, Sophic represents it is able to and has agreed to provide such services in exchange for training fees;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY and between the parties as follows:

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY SOPHIC

- A. One meeting in December 2018. Then weekly meetings January 2019 through February 2019; Bi-weekly meetings from March 2019 through April 2019; Monthly meetings from May 2019 through June 2019
 - i. Specific meeting dates will be mutually agreed-upon by the parties
- B. Consultation with District leaders regarding inclusion strategies
- C. Related services as deemed necessary by Sophic and District

2. LOCATION OF SERVICES

Sophic will provide the services described above within the District at locations mutually agreed-upon by Sophic and District.

3. COMPENSATION

Sophic shall be paid for services provided to District as follows: \$300 per hour actually worked by either of the two Sophic employees, not to exceed \$2,000 per

month. District will provide payment to Sophic within thirty (30) days of its receipt of an invoice showing the dates of service, description of services provided, charge for those services, quantity, unit cost of materials provided, and purchase order number, if applicable.

Sophic will be responsible for payment of all taxes arising out of its compensation under this contract, including but not limited to Federal, State, and local taxes, unemployment taxes, sales tax, FICA and workmen's compensation.

4. RELATIONSHIP BETWEEN THE PARTIES

Sophic is retained only for the purposes and to the extent set forth in this Agreement and its relationship to District shall be that of an Independent Contractor. The parties understand and agree that Sophic is engaged in the operation of its own business and shall not be considered to be the agent or employee of District. As a result, neither party has the general authority to enter into any contract, assure any obligation or to make any warranties or representations on behalf of the other.

Sophic will not receive any fringe benefits available to District employees such as retirement, life insurance, vacation, or health insurance. Sophic shall provide its own personal liability insurance.

Sophic agrees that any documents, reports, or other work product developed pursuant to its duties under this contract are the exclusive property of the District.

While performing services under this Agreement, Sophic agrees to refrain from harassment and discrimination on the basis of race, color, religion, sex or national origin. Sophic agrees to comply with all applicable District rules, regulations, policies and procedures while providing services under this Agreement.

Sophic agrees to indemnify the District against any loss or damage arising out of his/her performance under this Agreement.

5. TERMINATION

This Agreement shall terminate on June 30, 2019, unless earlier terminated by either party by providing-written notice to the other party thirty (30) days prior to the effective date of termination.

6. AMENDMENTS

Any amendments to this Agreement must be in writing and signed by both parties.

7. GOVERNING LAW

The Laws of the State of Missouri will govern the interpretation and enforcement of this Agreement.

8. HEADINGS

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

9. SEVERABILITY

If one or more of the contract clauses are found unenforceable, illegal, or contrary to public policy, the contract remains in full force and effect except for the unenforceable clause or clauses.

The undersigned have authority to enter into and be bound by the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SOPHIC SOLUTIONS LLC:

Signature: _____
Print/Type Name: _____
Title: _____

NORTH KANSAS CITY SCHOOL DISTRICT NO. 74

By _____
Ms. Janet Kauk, *President*, Board of Education

ATTEST:

Secretary, Board of Education

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement"), made this 19 day of December, 2017, between North Kansas City Schools ("District") and Sophic Solutions, LLC ("Sophic").

Taxpayer Identification Number: 81-4343274
Address: 7827 N. Kansas Ave, KCMO 64119
Contact Person: Rodney D. Smith or Stephenie K. Smith
Phone: 615-496-7117 or 615-500-8599 Fax: _____

WHEREAS, the District desires to provide services outside the responsibilities of District employees, therefore requiring the use of independent contractors to perform such services; and

WHEREAS, it is a core function of Sophic to provide training workshops, presentations, keynote addresses, and other related services that cover a variety of topics related to District improvement and/or enhancement; and

WHEREAS, District desires that Sophic provide consulting services to address diversity and inclusion strategic alignment; and

WHEREAS, Sophic represents it is able to and has agreed to provide such services in exchange for training fees;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY and between the parties as follows:

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY SOPHIC
 - A. Monthly training workshops with District personnel from October 2017 through May 2018, excluding April 2018
 - B. Consultation with District leaders regarding inclusion strategies
 - C. Related services as deemed necessary by Sophic and District

2. LOCATION OF SERVICES

Sophic will provide the services described above within the District at locations mutually agreed-upon by Sophic and District.

3. COMPENSATION

Sophic shall be paid for services provided to District as follows: \$300 per hour actually worked by either of the two Sophic employees, not to exceed \$2,000 per month. District will provide payment to Sophic within thirty (30) days of its receipt of an invoice showing the dates of service, description of services

provided, charge for those services, quantity, unit cost of materials provided, and purchase order number, if applicable.

Sophic will be responsible for payment of all taxes arising out of its compensation under this contract, including but not limited to Federal, State, and local taxes, unemployment taxes, sales tax, FICA and workmen's compensation.

4. RELATIONSHIP BETWEEN THE PARTIES

Sophic is retained only for the purposes and to the extent set forth in this Agreement and its relationship to District shall be that of an Independent Contractor. The parties understand and agree that Sophic is engaged in the operation of its own business and shall not be considered to be the agent or employee of District. As a result, neither party has the general authority to enter into any contract, assure any obligation or to make any warranties or representations on behalf of the other.

Sophic will not receive any fringe benefits available to District employees such as retirement, life insurance, vacation, or health insurance. Sophic shall provide its own personal liability insurance.

Sophic agrees that any documents, reports, or other work product developed pursuant to its duties under this contract are the exclusive property of the District.

While performing services under this Agreement, Sophic agrees to refrain from harassment and discrimination on the basis of race, color, religion, sex or national origin. Sophic agrees to comply with all applicable District rules, regulations, policies and procedures while providing services under this Agreement.

Sophic agrees to indemnify the District against any loss or damage arising out of his/her performance under this Agreement.

5. TERMINATION

This Agreement shall terminate on May 30, 2018, unless earlier terminated by either party by providing-written notice to the other party thirty (30) days prior to the effective date of termination.

6. AMENDMENTS

Any amendments to this Agreement must be in writing and signed by both parties.

7. GOVERNING LAW

The Laws of the State of Missouri will govern the interpretation and enforcement of this Agreement.

8. HEADINGS

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

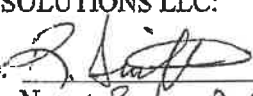
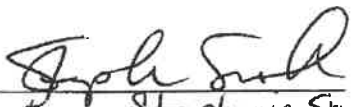
9. SEVERABILITY

If one or more of the contract clauses are found unenforceable, illegal, or contrary to public policy, the contract remains in full force and effect except for the unenforceable clause or clauses.

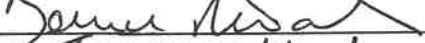
The undersigned have authority to enter into and be bound by the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SOPHIC SOLUTIONS LLC:

Signature:  
Print/Type Name: Rodney D. Smith Stephanie Smith
Title: Consultants

NORTH KANSAS CITY SCHOOL DISTRICT

Signature: 
Print/Type Name: Terrence Ward
Title: President, Board of Education
Location: NKC Schools