



INDEPENDENT CONTRACTOR AGREEMENT
Flathead Audubon Conservation Educator
July 2017

This Agreement is an agreement between **Flathead Audubon** and **Dennis L. Olson / Earthlore**, hereinafter “**Independent Contractor**,” that will take effect **July 1, 2017**, and terminate **June 30, 2018**.

DESCRIPTION OF WORK

Dennis L. Olson, as an **Independent Contractor**, agrees to provide services as follows:

- A.** Serve as a consultant to Flathead Audubon’s Education Committee until **June 30, 2018**.
- B.** Act as a liaison between Flathead Audubon and local schools for the purpose of providing natural history, avian and conservation educational information consistent with Flathead Audubon’s mission and goals and through presentations to teachers and/or their students, including mentoring/monitoring programs, as time allows.
- C.** Assist Owen Sowerwine Committee with education kiosk planning.
- D.** In conjunction with Flathead Audubon’s partner organizations, help organize and present at least one teacher workshop to promote bird education and Flathead Audubon education materials.
- E.** Coordinate and/or teach Education Program community events, such as: library presentations, Forestry Expo and Earth Day education station materials and activities, Birds of Prey Festival, Beauty of Birds Workshop Series, FVCC Birds of NW Montana Senior Institute class, presentations to Whitefish Legacy partners and underserved groups (e.g. homeless shelters, sheltered workshops, veterans and senior homes, home-school gatherings), as time allows.
- F.** Develop and prepare educational materials related to school presentations and community events. Write at least one short article monthly (or less, if requested and as space allows) for the *Pileated Post*. This article should contain any planned programs for the following month and is due by the 18th of the month prior.
- G.** Facilitate check out, maintenance and upgrade of Flathead Audubon trunks and educational materials. This is to include tracking trunk use and coordination with the NW MT Educational Co-op.
- H.** Assist grant writers with grant application preparation, implementation, and required monitoring and reporting to Grantor.
- I.** Draft monthly and daily text for the FAS annual fundraising calendar; assist and plan with designer and marketing coordinator for printing and distribution.
- J.** Coordinate with Flathead Audubon Education Committee members, Flathead Audubon members, board members and volunteers to help with educational presentations.
- K.** Work to facilitate partnerships with groups doing conservation education, including CORE, MWCC, Flathead Conservation District and Northwest MT Educational Co-op. Partnerships and conservation education may include grant research and writing.
- L.** Attend Education Committee meetings to facilitate communication and volunteer recruitment. As outlined in the FAS Education Strategic Plan, the March meeting will include an assessment of the success of the former year’s efforts; the April meeting will draft an annual work plan and budget for the following fiscal year.

- M. Present FY work plans at the October 2, 2017 Board meeting.
- N. Provide an annual report encompassing the 2016 - 2017 program year to the board at its October 2, 2017 meeting.
- O. By October 2, 2017, provide an annual calendar of planned education events to the FAS website.
- P. Attend FAS monthly board meetings when possible.
- Q. Purchase (at Independent Contractor's expense) and carry adequate liability insurance for the required contractual work period.

Flathead Audubon agrees to provide the following:

- A. Allow 10 minutes of each General Meeting, as needed, for Independent Contractor to recruit program volunteers, engage members in bird-related activities and/or inform members of upcoming Education Program events.
- B. Pay Independent Contractor \$24,720 for the services described (July 1, 2017 through June 30, 2018).
- C. Payments will be \$2,060 per month.
- D. Flathead Audubon may elect not to pay the Independent Contractor the full contract amount if work is found to be unsatisfactory or incomplete, or, if the work is delivered after the contract due date.

EDUCATIONAL GUIDING PRIORITIES

It is understood by both Flathead Audubon and the Independent Contractor that the overarching guiding principles of educational efforts shall be the (1) original stimulus, (2) groundwork toward, and (3) facilitation of **conservation action** on the part of program recipients, as it is defined by the **Conservation Education Strategic Plan**. The sequence of the desired relationship between program recipients and natural ecological systems should follow an **awareness to knowledge to appreciation to conservation action** path. Care should be taken to keep the starting point in this desired sequence appropriate to developmental and ecological literacy levels of program participants.

It is also understood that program priorities should incrementally move toward multiplication of the Conservation Educator's efforts – in other words, teaching those in a position to influence others (teachers, parents, leaders, experienced mentors).

RELATIONSHIP OF PARTIES

- A. The parties intend that an independent contractor-contractee relationship will be created by this contract. Flathead Audubon is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor who shall not be considered an agent or employee of Flathead Audubon for any purpose. It is understood that Flathead Audubon does not agree to use the Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other owners while under contract with owner.
- B. Flathead Audubon shall not be liable to the Independent Contractor for any other expenses paid or incurred by the Independent Contractor unless previously agreed upon.
- C. The Independent Contractor shall not use the name of Flathead Audubon in any non-Flathead Audubon supported activities without approval from the Flathead Audubon Board of Directors.

- D. Payment for any further budget items will be made pending approval of the Education Committee Chair for items under \$100.00. For items over \$100.00, Flathead Audubon Board approval is needed.
- E. Independent Contractor assumes sole responsibility for his/her work and any employees and subcontractors, including compliance with all laws and regulations, all liabilities, staff benefits, withholdings and any required taxes, fees or other payments.
- F. Independent Contractor shall carry an appropriate amount of their own liability insurance for actions in fulfillment of this contract.
- G. Independent Contractor cannot obligate Flathead Audubon for any future grants or activities without consent of the Board of Directors.
- H. Should disputes arise concerning the interpretation of any term of this contract, Flathead Audubon and Independent Contractor agree to make good faith efforts to resolve any dispute through mediation.
- I. Either party, with two weeks notice, may terminate this agreement.
- I. This contract may be modified at any time by mutual consent of Flathead Audubon and the Independent Contractor.

SIGNATURES

INDEPENDENT CONTRACTOR:

Signature of Independent Contractor

Date:_____

For FLATHEAD AUDUBON, President and Education Committee Chair:

Date:_____