

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT, dated this 19 day of December, 2014 (the "Effective Date"), is by and between Child Advocacy Centers of South Dakota, hereinafter referred to as "Child Advocacy Centers," and Catherine Murschel, hereinafter referred to as "Contractor."

### WITNESSETH:

WHEREAS, Child Advocacy Centers and Contractor desire to enter into this Agreement;  
and

WHEREAS, Contractor agrees to assist Child Advocacy Centers with the role of Coordinator of the State Chapter.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Compensation; Expenses. Child Advocacy Centers agrees to pay Contractor \$24.51 per hour for those services provided pursuant to this Agreement. In addition, Child Advocacy Centers shall reimburse Contractor for any pre-approved travel and other related office expenses incurred in accordance with Child Advocacy Centers' policies.
2. Time of Payment. The above-referenced compensation will be paid to Contractor within fifteen (15) days of receipt of an invoice by Child Advocacy Centers.
3. Term; Extent and Scope of Services. The term of this Agreement shall commence as of the Effective Date and shall remain in effect for a period of one (1) year. Notwithstanding anything herein to the contrary, either party may terminate this Agreement on thirty (30) days' prior written notice. This Agreement shall be automatically renewed for additional one-year

periods unless either party provides the other with written notice to terminate no less than thirty (30) days prior to the end of such initial or renewal term. Contractor will work with Child Advocacy Centers and perform those services as provided for on Exhibit A attached hereto, and shall devote approximately one hundred (100) hours per month with respect thereto, as mutually agreed by the parties.

4. Indemnification. Contractor shall indemnify, defend and save harmless Child Advocacy Centers, each of its Members, agents and employees, from any and all claims, demands, suits, actions, proceedings, losses, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by Child Advocacy Centers on account of loss or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake or negligence of Contractor.

5. Independent Contractor. Contractor is an independent contractor and is not an employee of Child Advocacy Centers.

6. Non-Assignable. Contractor shall not sublet or assign any or all of the herein work without prior written permission of Child Advocacy Centers.

7. Choice of Law. The parties agree that this Agreement is governed by the laws of the State of South Dakota and applicable federal statutes and regulations.

8. Severability. Should litigation be commenced regarding the enforceability of the provisions of this Agreement, and should a court of competent jurisdiction deem that any of the covenants contained herein are unreasonable with respect to time, geography or otherwise, such covenant shall not be deemed wholly invalid, but said court shall have the right and power to

reform and reduce the restrictive provisions thereof in order to make it enforceable to the maximum extent permitted by law.

9. Entire Agreement. This instrument contains the entire agreement of the parties.

IN WITNESS WHEREOF, this Independent Contractor Agreement has been signed on the day and year first above written.

CHILD ADVOCACY CENTERS OF SOUTH DAKOTA

By \_\_\_\_\_  
Its \_\_\_\_\_

Catherine Murschel  
Catherine Murschel

SANFORD MEDICAL CENTER, as  
Fiscal Agent for Child Advocacy Centers of  
South Dakota

By \_\_\_\_\_  
Its \_\_\_\_\_

## EXHIBIT A

### Services to be Provided

The Coordinator facilitates the planning, development and management of Child Advocacy Centers of South Dakota ("CACSD") activities, which support the needs of Children's Advocacy Centers ("CACs") and multidisciplinary teams throughout South Dakota. The Coordinator will organize state chapter activities, promote the model of CACs and foster public awareness at a state and national level. The Coordinator will explore the development of new centers in interested communities, and assist existing centers by coordinating, mentoring and technical assistance efforts.

In connection therewith, the Coordinator shall perform the following services for CACSD:

- With the Board of Directors' guidance, coordinate strategic plan development and implementation for CACSD and ensure smooth operation of the state chapter including financial performance reports, budget preparation, marketing campaign, program development, training and education, and fundraising, including individual, foundation, corporate and governmental support.
- Serve as CACSD's designated authorized representative and ensure compliance with the Memorandum of Understanding with CACSD and fiscal agent Sanford Medical Center.
- Coordinate the efforts of CACSD to maintain National Children's Alliance Accredited State Chapter status.
- Foster relationships and communication amongst the CACs.
- Serve as a source for information in the State of South Dakota regarding child abuse and neglect and the CAC model.
- Develop and secure approval of fiscal budget and goals; identify and develop additional sources to build sustainable funding base for chapter including individual, foundation, corporate and governmental support; write grant proposals, prepare and submit reports required by funding organizations, and maintain appropriate reports and records on file.
- Under the direction of the Board of Directors, coordinate and facilitate public policy activities, including promotion of CACs and state chapter to South Dakota to legislators and other public policy agencies, tracking and informing chapter members of legislation concerning child abuse preventive activities, and attending appropriate legislative and public policy meetings, when feasible (and affordable).
- Coordinate and implement state training as directed by the Board of Directors.
- Organize, schedule and attend all chapter meetings and/or calls. Create agenda for chapter meetings, and take and distribute minutes of each meeting.
- Act as the chapter liaison at local, state, regional and national meetings, as appropriate.
- Facilitate the development of training materials, informational packets and other promotional materials for implementing education and public relation campaigns.
- Generate regular reports for CACSD Board of Directors on financial and program performance.
- Other responsibilities as designated by the Board of Directors of the CACSD.