# INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2014 between the Literacy Coalition of Central Texas (“the Coalition”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Coalition hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties/Statement of Work. The Contractor shall perform contract services, including:
* *Facilitating the 2-day English Forward Instructor Training within the Coalition’s 5-county mission area*
* *Complying with all policies and procedures as outlined in the 2014 English Forward Instructor Training Policies: Central Texas*
1. Term. The term of this Agreement shall be \_\_\_\_\_\_\_\_\_\_\_\_, 2014 to December 31, 2014. Either party may terminate this agreement with 30 days notice. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Coalition, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Coalition at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
2. Compensation and Payment. The Contractor shall be paid $250 for facilitating two days of training and $100 if facilitating only one of two days. To receive payment, the Contractor shall submit an invoice to the Coalition no later than the 10th of the month to receive payment that same month. Invoices received after the 10th of the month will be reimbursed the following month.
3. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Coalition; and the Contractor hereby assigns all right, title, and interest in the same to the Coalition.
4. Confidentiality. The Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Coalition and/or used by the Coalition in connection with the operation of its business including, without limitation, the Coalition’s business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Coalition. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Coalition, whether prepared by the Contractor or otherwise coming into his/her possession, shall remain the exclusive property of the Coalition. The Contractor shall not retain any copies of the foregoing without the Coalition’s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Coalition, the Contractor shall immediately deliver to the Coalition all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control.
5. Conflicts of Interest. The Contractor represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his/her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest.
6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Coalition for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to the Coalition. The Coalition shall not be responsible for withholding taxes with respect to the Contractor’s compensation hereunder. The Contractor shall have no claim against the Coalition hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. Insurance. The Contractor will carry liability insurance relative to any service that he/she performs for the Coalition.
8. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
9. Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
12. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.



By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director, Meg Poag Independent Contractor, [name]

Literacy Coalition of Central Texas