

INDEPENEDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____, 2019

BETWEEN:

<p>CLIENT</p> <p>Iowa Literacy Council</p> <p>PO Box 953, Des Moines, IA 50304</p> <p>(the "Client")</p>

<p>CONTRACTOR</p> <p>_____</p> <p>_____</p> <p>(the "Contractor")</p>
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BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and the of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Recruitment and Engagement (Americorp Members and Volunteers)
 - Assist with the recruitment of AmeriCorps hosting sites, members, and volunteers.
 - Organize and distribute volunteer documents including, but not limited to, orientation material, marketing information, and handbooks with relevant policies for working with at-risk adult and English as a Second Language (ESL) participants in tutoring and mentoring relationships.
 - Serve as principal liaison with other volunteer AEL or ESL service providers, local faith based, and community-based organizations.
 - Provide assistance and consultation for volunteers, as needed.
 - Participate in community outreach opportunities such as volunteer fairs, business expos, college fairs, so as to educate the public about volunteering for AEL and recruit new volunteers.

- Coordinate the posting of volunteer opportunities on several online and social media platforms.
 - Communicate frequently with volunteers to ensure they are adequately trained for their volunteer assignments.
 - Disseminate information for upcoming ILC actions and events.
 - Keep detailed records of volunteers' information.
 - Professional Development
 - Assist IDOE staff with the development, implementation, and management of a credentialing process for AmeriCorps members and volunteers in regards to tutoring and/or instructing AEL participants.
 - Assist in the development and provision of supplemental training to AmeriCorps members and volunteers in the areas of family, digital, workplace, financial, and/or health literacy, along with advanced level credentialing for tutors based on need.
 - Assist in enrolling members and volunteers in the New York Literacy I20 or other training modules.
 - Conduct evaluations of the training(s) and track completion rates and credentials awarded.
 - Administrative
 - Submit financial reimbursement forms, and required interim and end-of-year financial and programmatic grant reports, as needed.
 - Maintain financial records and create reports related to ILC's budget, prepare purchase orders, pay bills, process journal entries, and reconcile month-end financial reports.
 - Explore fee-based models and grant funding opportunities to establish self-sufficiency for the ILC.
 - Convene and attend ILC meetings.
 - Provide advice and direction to the ILC Board.
 - Assure ILC activities are aligned with its mission and vision.
 - Promote activities and achievements of the ILC.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERMS OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until November 1, 2019, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.

5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

COMPENSATION

9. The Contractor will charge the Client for the Services as follows (the "Compensation"):
 - The Client will pay the Contractor \$20,000 for the term of the contract to cover all expenses, based on a monthly status report and itemized invoice.
 - The Client shall verify the Contractor's performance of the Services outlined in the invoice before making payment.
10. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
11. In the event that this Agreement is terminated by the Client prior to completion of the Services but where Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
12. In addition to pursuing any other remedy provided herein or by law, the Client may withhold compensation or payments to the Contractor, in whole, or in part, without penalty to the Client or work stoppage by Contractor, in the event the Client determines that:
 - Contractor has failed to perform any of its duties or obligations as set forth in this Contract;
 - or
 - Any deliverable has failed to meet or conform to any applicable Services or is experiencing a deficiency.
13. The Contractor shall be solely responsible for paying all costs, expenses and charges incurred in connection with performance under this Contract.

CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related materials, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade names (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee or board member of the Client. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contribution to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

20. All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in written and delivered to the Parties at the following address:
 - a. Iowa Literacy Council
PO Box 953, Des Moines, IA 50304

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise

out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

CONFLICT OF INTEREST

23. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Term between the Contractor and the Client that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, to give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Client.

TIME IS OF THE ESSENCE

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision. The Contractor shall ensure that all personnel providing Services to the Client are responsive to the Client's requirements and requests in all respects.

ASSIGNMENT

25. The Contractor will not voluntarily, or by operation of the law, assign or otherwise transfer its obligation under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

27. This Agreement will be governed by and construed in accordance with the laws of the State of Iowa.

SEVERABILITY

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on this _____ day of _____, 2019.

Iowa Literacy Council

Per: _____

_____(Contractor)

