

IFEDOC – Contractor Service Agreement

This Agreement is by and between The Institute for the Economic Development of Children (IFEDOC) a non-profit corporation, whose address is 42 W. Harvey St, Philadelphia, PA 19144, and

_____, Contractor, whose address is
(Print name)

_____. The work to be done will occur at
(Print address)

one of the following location(s):

- 42 W. Harvey Street, Philadelphia, PA 19144
- 23 West Maplewood Mall, Philadelphia, PA 19144
- 500 S. 61st Street, Philadelphia, PA 19143
- A Philadelphia School District location
- A Charter School location
- A Chester Upland School location
- Other location: _____

Each hereby affirms his/her/ its respective ability and competency to enter into and full intent to be legally bound by this agreement, with full exchange and receipt of good and valuable consideration between both parties without duress. Service is commenced upon signature of this agreement and agreements upon the terms and conditions are confirmed and ratified by this written Agreement as follows without waiver of IFEDOC's rights:

1. All Students are referred by the Institute to various locations.
At no time shall an individual contractor place a student under his/her services.
2. In order to ensure compliance with the state approved application, the curriculum materials will be provided by the Institute and will be distributed by the Institute. This will also ensure the uniformity of instruction and assessment. The independent contractor is required to submit to the Institute the following:
 - a. Pretest, mid-term and post test results per student. Final test results, original student work, and all class materials. The contractor will hand carry these documents to the office.
 - b. All tests provided by the head office.
 - c. Monthly progress reports entered for each student before the 3rd of each month.
 - d. All original documents to verify that a minimum of six (6) hours of professional development has been completed each year in reading and/or math before the last business day in February.

3. All payments received in a twelve (12) month period (calendar year ending Dec. 31st) that total \$600.00 or more will be reported to the IRS as MISCELLANEOUS INCOME (Form 1099)
4. IFEDOC agrees to pay the Contractor \$_____ per hour, for doing the work outlined above. The following payments will be paid to the Contractor upon satisfactory completion of the work in the following manner and on the following dates:

<u>Work Completed</u>	<u>Payment Dates</u>
by the 15 th of the month	on or before 20 th of the month.
by the last day of the month (30 th or 31 st)	on or before the 5 th of the month

5. The contractor and IFEDOC may agree to extra services and work, but any such extras must be set out and agreed to in writing by both the Contractor and the IFEDOC.
6. Under the Agreement the contractor understands and agrees that during the period of time service is being provided by IFEDOC and has referred students and for one (1) year after termination of services, contractor shall not use, instruct nor otherwise refer other contract services in any way for the same or similar services of or from any IFEDOC referred student(s), nor from any students identified through direct association with IFEDOC services. If contractor breaks this part of the Agreement contractor and IFEDOC agreed that damages to IFEDOC could be difficult to estimate, although great and irreparable. Contractor, therefore agrees that contractor will pay IFEDOC the sum of thirty-five hundred dollars (\$3,500) per student for any breach of this paragraph which is just compensation to IFEDOC for contractor's actions and not a penalty.
7. **CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, this contract does not give the rights for Contractors to use or resell techniques, methods, programs, designs, logos, artwork, photos, Trademarks, trade names, technologies, copyrighted materials or any other intellectual Property created without written consent of IFEDOC.

Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information for use or resell to unauthorized third parties during and after the terms of this agreement. All such precautions shall include without limitation informing all persons who by need have access to such information, documents, or materials that they are confidential and shall not be disclosed or provided access to unauthorized persons, any media and technological systems.

8. IFEDOC or Contractor may each terminate service without cause with at least two (2) weeks advance written notice. This agreement is the complete agreement between IFEDOC and the Contractor. No modification of this Agreement will be effective unless it is in writing and is signed by both parties. All portions of the Agreement are severable and if any provision is held invalid by a court of competent jurisdiction without reference to conflict of law principles which

may govern this agreement, IFEDOC and independent contractor will negotiate an adjustment in that provision(s) and the enforceability of the remaining provisions shall not be affected.

9. _____ , Contractor agrees to pay for and
(Print name)
provide current originals of the following documents: FBI Clearance, PA Criminal Record Check and PA Child Abuse Clearance. All contractors are required to renew their clearances annually or biannually as required. Contractor also agrees to pay for and provide his or her own Red Cross Pediatric First Aid and CPR Training, as required by the Department of Public Welfare.
_____ Contractor agrees to pay for the required 6 hours of Professional Development. If the contractor is not able to attend the free professional development classes offered any paid classes will be the Contractor's responsibility.

10. The Contractor agrees to indemnify and hold the IFEDOC harmless from any claims or liability arising from the Contractor's work under this Agreement. It is highly recommended and the Contractor agrees to carry general liability insurance, automobile liability insurance, worker's compensation insurance, and employer's liability insurance in an amount exceeding the value of all work done under this Agreement.

Notification for Independent Contractor emergency information

Name: _____ Phone: _____

By: _____

Institute for the Economic Development of Children
42 W. Harvey Street
Philadelphia, PA 19144
(215) 844-7758

Date: _____

Independent Contractor (Please print)

Independent Contractor: _____

Address: _____

Phone: _____

Email: _____