



Comprehensive Adult Student Assessment Systems

Independent Contractor Agreement

Agreement between **CASAS**
5151 Murphy Canyon Rd. #220, San Diego, CA 92123 and

"Independent Contractor"

Type of Entity

☐ Individual ☐ Sole proprietorship ☐ Partnership ☐ Corporation

Business Address

Street _____ City/State/ZIP: _____

Business Telephone _____ Email _____

Work to Be Performed by the Independent Contractor:

- Train and certify to administer eTests remotely (if not already trained and experienced)
 - Complete CASAS Module 1 and 2 to train to administer eTests
 - Practice remote administration of Tests with National Trainer before conducting them independently
- Contact referred adult learners to schedule remote eTesting
- Remotely administer Math and Reading eTests to adult learners using remote testing policies and procedures
- Document learner contact and testing information

Term of Agreement: From July 1, 2022 through June 30, 2023

Technical Direction

The Independent Contractor shall receive technical direction and acceptance/approval of deliverable only from NEDP National Trainer Janita McNemar or her designee, as authorized in writing.

Technology Requirements

System requirements are outlined at <https://www.casas.org/product-overviews/software/casas-etests/system-requirements> . CASAS eTesters must be experienced in computer and remote platform use.

Terms of Payment

CASAS shall pay the Independent Contractor according to the following terms and conditions:

- Billing at \$25/hour
- Each eTest = 1.5 hrs
- Tester no-shows
 - Tester canceling ≥ 24 hrs in advance = 0 hrs
 - No-show or tester canceling < 24 hrs in advance = 1 hr
- Invoices must be received by CASAS by the 10th of each month for the prior month's billing.

Note: reimbursement for training and practice time may be allotted under certain circumstances.

Reimbursement of Expenses

CASAS shall not be liable for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

Federal, State, and Local Payroll Taxes

CASAS shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Independent Contractor or the employees of the Independent Contractor. CASAS shall not treat the Independent Contractor as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

Notice to Independent Contractor About Its Tax Duties and Liabilities

The Independent Contractor understands that he or she is responsible to pay, according to law, the Independent Contractor's federal and state income taxes, and that CASAS is not withholding or paying any portion of Independent Contractor's taxes. If the Independent Contractor is not a corporation, the Independent Contractor further understands that the Independent Contractor may be liable for self-employment (Social Security) tax, to be paid by the Independent Contractor according to law.

Responsibility for Workers' Compensation

No workers' compensation insurance shall be obtained by CASAS covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor.

Termination of Agreement

This Agreement may be terminated at any time by CASAS or the Independent Contractor, by written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement. CASAS shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination

Independent Contractor Status

The Independent Contractor expressly represents and warrants to CASAS that (1) he or she is not and shall not be construed to be an employee of CASAS and that his or her status shall be that of an independent contractor solely responsible for his or her actions and inactions; (2) the Independent

Contractor shall act solely as an Independent Contractor, not as an employee or agent of CASAS; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of CASAS or to otherwise create obligations of CASAS to third parties.

Assignability

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of CASAS.

Choice of Law

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of California.

Agreement

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

Confidential Matters and Proprietary Information

The Independent Contractor recognizes that during the course of contract performance he or she may acquire confidential information. The Independent Contractor agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his or her own benefit or for the benefit of another, either during or after contract performance, any confidential information. Upon termination or expiration of this Agreement, Independent Contractor shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to CASAS. Such material shall remain the property of CASAS. This obligation of confidence shall not apply with respect to information that (1) is available to the Independent Contractor from third parties on an unrestricted basis; or (2) is disclosed by CASAS to others on an unrestricted basis.

Conflicts of Interest

The Independent Contractor shall not act as an agent for, consultant to, or as an officer, or employee, of any subcontractor or supplier to CASAS. The Independent Contractor hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The Independent Contractor shall advise CASAS if a conflict of interest arises in the future.

Inventions, Patents, Trademarks

The terms "work," "trademark," and "invention" include anything created for CASAS by the Independent Contractor, whether alone or with others, and whether those others be independent contractors, employees, or agents of CASAS. The term "work" means any and all writings, designs, models, drawings, photographs, physical property, reports, etc., that are protectable under Title 17 of the U.S. Code. The term "trademark" means any name, word, phrase, logo, design, or other graphic depiction generated during the performance of this Agreement that is or can be used to describe either a product or service of CASAS. The term "invention" means any designs, processes, inventions, or discoveries that may be patentable or otherwise protectable under Title 35 of the U.S. Code.

Work Made for Hire

During the performance of this agreement, the Independent Contractor may create certain works for CASAS that may be copyrighted under the laws of the United States. To the extent that any such works are created, the Independent Contractor will be considered to have created a work made for hire as defined in 17 U.S.C. § 101, and CASAS shall have the sole right to the copyright. If any work created by the Independent Contractor does not qualify as a work for hire, the Independent Contractor agrees to assign his or her right in the work to CASAS, as provided below.

Title to Works, Trademarks, and Inventions Produced

It is understood and agreed that the entire right, title, and interest to all works, trademarks, and/or inventions that are conceived of, prepared, procured, or produced by the Independent Contractor, either solely or jointly with others, related to the performance of this Agreement, are vested and assigned by the Independent Contractor to CASAS.

The Independent Contractor agrees to execute any and all documents prepared by CASAS and to do all other lawful acts as may be required by CASAS to establish, document, and protect such rights.

The Independent Contractor has acquired or shall acquire from each of his or her employees, consultants, and subcontractors, if any, the necessary rights to all such works, trademarks, and inventions produced by such employees, consultants, and subcontractors, within the scope of their employment by the Independent Contractor in performing services under this Agreement. The Independent Contractor shall obtain the cooperation of each such employee to secure to CASAS or its nominees the rights CASAS may acquire in accordance with the provisions of this clause.

Reports

The Independent Contractor, when directed, shall provide written reports for services rendered under this contract.

Security Regulations

The Independent Contractor shall comply with all applicable security regulations of CASAS.

INDEPENDENT CONTRACTOR

By _____ Date _____

Print name _____

Title (if applicable) _____

CASAS

By _____ Date _____

Print name _____

Title (if applicable) _____