

Independent Contractor Agreement To Conduct Phono-Graphix® Training

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This is a legal and binding independent contractor agreement between Read America, Inc. (aka Read America, aka Phono-Graphix®, a US and UK trademark), a US corporation registered in the state of Florida, and _____, hereafter referred to as 'the trainer'. This is not an employment agreement. This is not a franchise agreement. This is an independent contractor (as the term is used in the state of Florida) agreement to do training in the Phono-Graphix® method of reading instruction. All income taxes due for money earned providing services under the terms of this agreement will be paid by the trainer. Read America, Inc. is in no way responsible for employment of the trainer whose legal status with Read America is that of an independent contractor, not an employee. Read America will report to the Internal Revenue Service all money paid by Read America to the trainer. The trainer is responsible for reporting to the IRS all money paid directly to the trainer from individuals and schools.

I. Eligibility and the Trainer Application

A. Application: Please allow up to ten days for your application to be processed. Any certified and current active member of the *Phono-Graphix Association of Reading Therapists*, who has maintained uninterrupted membership, is eligible to submit an application to become a Phono-Graphix trainer. Applicants for trainer status shall have a related degree or professional experience. The degree may be, but is not limited to psychology, social work, education or speech therapy. An applicant shall have had some experience working with a wide age range of children in groups and one on one. The complete application will include:

- ✓ A signed and dated copy of this agreement: PO Box 1246 Mount, Dora, FL 32756.

As of January 2003, the following six requirements are to be submitted online on our trainer preparation course pages. This is not required of existing trainers.

- ✓ Completion of the online application form at www.readamerica.net.
- ✓ A report consisting of classroom details of implementation focusing on three students (or) clinical details of remediation of three clients. In both cases the report shall include pre and post testing on the four Phono-Graphix tests and any other tests used.
- ✓ A letter of intention as to why you would like to become a Phono-Graphix trainer, and what particular professional experience you feel qualifies you for the task.
- ✓ An up to date professional bio.
- ✓ Letters of recommendation from three parents of students you've worked with providing Phono-Graphix services and one colleague who can write in recommendation of your overall professionalism. These shall be from individuals who are willing to be contacted by email or telephone, and shall include names, addresses, telephone numbers, and email address.
- ✓ Completion of the online *Trainer Preparation Course* to launch in late April, 2003.

B. Denial: Read America reserves the right to deny applications for trainer status for the sole reason that its management does not feel that entering into such an agreement with this applicant would be in the best interests of Read America and may not provide a reason for the decision to deny an applicant. Read America, Inc., does not discriminate on the basis of sex, race, national origin, religion or any other reason.

II. Read America's Sole Rights

A. Certification: Read America, Inc. will certify *Certificate Course* graduates following receipt of all required paperwork from the trainer as itemized further on in this agreement, the online registration, and an order for a desk or traveller kit.

B. Internship Course Fees: Read America maintains sole rights to charge for the Internship Course.

C. Certification Course Fees: Read America grants the trainer limited and temporary rights to charge and receive payments of course fees for approved *Certification Courses*. Payment for materials should not be included in payments to licensed trainers. The licensed trainer is prohibited from assigning the collection of course fees to a third party.

D. Supervision of Internship: In the case of the Word Work Training it is Read America who will supervise the internship of the trainees.

E. Production and Sale of Materials: Read America, Inc. has the sole right to manufacture and sell Phono-Graphix materials. The trainer is not to accept materials payment in his or her name, or to issue materials payment from his or her accounts on behalf of trainees.

F. Representation of the Book Reading Reflex: This contract conveys no rights to lecture, train or counsel teachers, parents or any other party in relation to the book *Reading Reflex*.

G. Membership and Membership Fees: Read America reserves the sole right to organize memberships in relation to Phono-Graphix and collect membership fees.

III. Submitting a Course Proposal and Specific Content of Training

A. Proposal Submission: Trainers will submit a proposal to conduct each Certification Course or Internship Course training event via electronic submission at www.readamerica.net. The trainer's email address of record must be used as the official address on the training proposal. Training proposals will be approved or declined within one week of submission. Approval or denial will come via email, and will include the specific conditions under which the training is approved, or the reason for denial. Read America will not be held accountable for loss of income to the trainer, resulting from denial of a proposal.

B. Which Course?: It should be clearly understood that the Internship Course is intended for teachers who wish to become certified through the Internship Program. Trainers who consistently hold Internship Courses for participants who fail to enter or complete the Internship Program, will receive denials for future Internship Course proposals. The Internship Course will be hosted by a *sponsoring agency* named on the training proposal. The trainer is prohibited from letting a venue for the one day Internship Course. There is no minimum requirement for this training. Schools can sponsor a training when the anticipated number is lower than twenty, but in this case the school will be charged for and will pay for twenty participants. The Internship Course official school purchase order, bearing an email address, must be submitted before course approval will be granted. This should be faxed to the webmasters at 352-735-2124.

C. Master Teacher Proposal: If the licensed Phono-Graphix trainer is a full time employee of the school, s/he should elect the master teacher condition when submitting the course proposal. There is a different fee structure in this situation, as detailed on page 5. In the *master teacher condition*, an official school purchase order, bearing an email address, must be submitted before course approval will be granted. This should be faxed to the webmasters at 352-735-2124.

D. Conflict of Interest: If the trainer provides training in other educational or therapeutic methods, such training will not be provided in conjunction with any Phono-Graphix training. Additionally, no portion of Phono-Graphix training may be provided in part, alone or in conjunction with any other training program. If the trainer is a representative or author of educational supplies or materials of any sort, s/he will not engage in sales of such in relation to Phono-Graphix training.

E. Handouts: No handouts, other than those itemized in the training kit, will be distributed in relation to Phono-Graphix training.

F. Course Content: Specific content of trainings will include, and be limited to:

1. In the case of the Certification Course:

The trainer will provide training to participants as described on the form *Phono-Graphix thirty-five hour training plan*, in the order stipulated with no additions, deletions, or substitutions of specific content. This standard course design runs across five consecutive days from Monday to Friday. Any variation from this design shall be submitted in detail on the online *training proposal*. The course must include five seven hour days. The trainer will use an overhead projector format with theater seating. The trainer will provide suitable practicum space for participants to practice in groups of two to six. Contents of the trainer kit are copyright protected. Only those sheets on the handout list are copyable for distribution.

2. In the case of the Internship Course:

The trainer will provide training to participants as described on the form *Phono-Graphix one day training plan*, in the order stipulated with no additions, deletions, or substitutions of specific content. This course will run across one full day, with no exceptions. The trainer will use an overhead projector format with theater seating. Contents of the trainer kit are copyright protected. Only those sheets on the handout list are copyable for distribution. There is a twenty person minimum charge for the Internship Course.

VI. Course Registrations

A. In the case of the Certification Course:

Course participants will register online at www.readamerica.net. This must include the registrant's valid working email address at which he or she can be reached to receive questions about registration or kit order, notification of test results, emails regarding parentTeacher eZine, information about discounts, membership renewal reminders, and many other important communications. Registrations should not be submitted by the trainer, a course organizer, or school secretary. The course participant should submit his or her own Certification Course registration. Registrants are strongly advised not to use the email address of another person or a shared school address when registering. It will not be possible for the recipient to determine who is being referenced in important emails.

B. In the case of the Internship Course:

Course participants or their trainers will register online at www.readamerica.net. This must include the registrant's valid working email address at which he or she can be reached to receive questions about registration or kit order, notification of test results, emails regarding parenTeacher eZine, information about discounts, membership renewal reminders, and many other important communications.

C. Registrations for the Certification Course and the Internship Course: It is the trainer's responsibility to make sure that each attendee has registered. When a course registration is submitted the trainer is sent an automatically generated email receipt of the registration. Trainers should print out a copy of these and bring them along to the course. These should be used for calling attendance. If there is someone in attendance, who insists he or she registered, but the trainer did not receive a registration, it can be assumed that the email address on the registration was incorrect. In this case, a new and correct registration should be submitted.

In the case of the Certification Course registrations are due prior to the close of the course.

In the case of the Internship Course registrations are due no later than the third calendar day following the course date.

V. Course Fees

A. In the case of the Certification Course:

Read America grants the licensed trainer limited and temporary rights to charge and receive payments for Certification Course fees. Materials fees are not to be included in payments to licensed trainers. The licensed trainer is prohibited from assigning the collection of course fees to a third party. Licensed trainers are asked to exercise business sense in setting course fees.

B. In the case of the Internship Course:

A school purchase order for a minimum of twenty participants will be submitted to Read America prior to the approval of the course proposal.

VII. Materials Orders

A. A certification kit order is required of each course participant on the Certification Course and the Internship Course. It is the trainer, not Read America who is responsible for collecting materials orders and payments from trainees not yet paid at the start of training. On the last business day before training starts the trainer should email the Read America webmasters at RAchat@aol.com, for a list of those who have arranged for a materials order and payment. The trainer is responsible for collecting any and all materials fees or purchase orders at that time. Read America does not accept purchase orders from private individuals or agencies.

A Word Work kit will be accepted as the certification kit for Internship Course attendees only.

A kit is intended for use by one teacher. Kits cannot be shared among trainees.

Prices may be increased without notice.

As of March 28th, 2003 certification kit material prices are set as follows:

For Trainings Held in North and South America (payable in US dollars)

Desk and Traveller Kits \$350
Shipping Charges: \$75 outside the US and Canada

**Internship Course
& 20 Word Work Kits** \$6000. plus \$300 per participant over 20
Shipping Charges: \$40 per kit outside the US and Canada

Upgrade to full desk or traveller kit with Internship Course \$175
Additional shipping charges for upgrade (outside the US and Canada) \$35

Internship Course With *Master Teacher Condition*

If the licensed Phono-Graphix trainer is a full time employee of the school, and s/he elected the *master teacher condition* when submitting the *Internship Course* proposal, the following fees will apply per attendee, with a minimum of twenty attendees required. The purchase order must be submitted before course approval will be granted.

Course with Desk or Traveller kit \$375
Course with Word Work kit \$200
Course with existing kit or kit reassignment \$75

**For Trainings Held in the UK, Continental Europe,
Africa, Asia, Australia, and New Zealand** (payable in UK pounds sterling)

Desk and Traveller Kits £250
Shipping Charges: £40 to the UK
£90 to Continental Europe, Africa,
Asia, Australia, and New Zealand

**Internship Course
& 20 Word Work Kits** £4500 plus £225 per participant over 20
Shipping Charges: £20 to the UK and Europe
£45 to Continental Europe, Africa,
Asia, Australia, and New Zealand

Upgrade to full desk or traveller kit with Internship Course £125
Additional shipping charges for upgrade: £45

Internship Course With *Master Teacher Condition*

If the licensed Phono-Graphix trainer is a full time employee of the school, and s/he elected the *master teacher condition* when submitting the *Internship Course* proposal, the following fees will apply per attendee, with a minimum of twenty attendees required. The purchase order must be submitted before course approval will be granted.

Course with Desk or Traveller kit £275
Course with Word Work kit £135
Course with existing kit £35

VIII. Fees to the Trainer

Certification Course Certification Course fees are paid directly to the trainer by the trainee.

Internship Course (non-*master teacher condition*) Thirty days after the training date Read America will pay the trainer \$2000 or £1300 plus \$100 or £65 per participant over twenty, assuming all payments have been made and all paperwork has been received in order to finalize the course.

Internship Course With *Master Teacher Condition* If the licensed Phono-Graphix trainer is a full time employee of the school, and s/he elected the *master teacher condition* when submitting the *Internship Course* proposal, Read America will not pay fees to the trainer.

IX. Consulting

A. The trainer may from time to time be called upon to provide Phono-Graphix consulting to a school or school board following training. Phono-Graphix consulting fees are set at at maximum of \$600 or £400 per day plus itemized travel and expenses. *Master trainers* (trainers who have successfully completed the PG2 course) can charge as much as \$800 or £600 per day for consulting. Consulting fees are payable directly to the trainer. The trainer is to notify Read America in writing via email to CarmenMcGuinness@aol.com in advance of accepting a consultation assignment. Please include the nature of the consulting to be done. Consulting is not to be used as a vehicle for initial training. Toward this end, no teacher may participate in consulting meetings who hasn't already registered for and attended a Certification Course or Internship Course.

X. Free Ninety Minute Lecture

A. An outline for a ninety minute lecture is included in your trainer kit. This is the only Phono-Graphix lecture that trainers and members can provide other than the one day Internship Course or the thirty-five hour Certification Course. This talk is intended for parents and teachers interested in Phono-Graphix. There can be no charge for this talk.

XI. Other Record Keeping & Additional Accountability

A. The following is to be considered the official timeline for all training events. Please follow this carefully. Phono-Graphix trainers are responsible for the timely and accurate recording of all activities involved in training.

No other forms may be distributed in recruitment or training of Phono-Graphix trainees, with the exception of a professional bio of the trainer. The following forms will be submitted, collected, posted, or electronically submitted when relevant, in a timely fashion as indicated:

1. In the case of the thirty-five hour Certification Course:

No less than four weeks prior to the start of a proposed Certification Course you will notify Read America of your plans via an online course proposal at www.readamerica.net. No other notification, whether by e-mail, phone, mail, or in person will be accepted for this purpose. Via email, Read America will issue a *Letter of Permission to Commence Training* after your event has been approved, including any special conditions of the acceptance. Do not commence any other plans for this event until you have received that letter. Read America will not be held accountable for any loss of income suffered by the trainer due to Read America's refusal to issue a *Letter of Permission to Commence Training*. Please DO NOT confuse our automatically generated email receipt of your proposal transmission, for your *Letter of Permission to Commence Training*.

(a) At the start of the course the trainer will check registrations as detailed in section VI Course Registrations.

(b) The trainer will distribute the following materials to each trainee at or before the start of thirty five hour certification training:

✓Phono-Graphix Training Syllabus

Be sure you distribute the one for the one week course. They're marked in your trainer manual.

✓Meet Your Presenter

The trainer's bio

✓About Read America, Inc. & The Phono-Graphix Method

(c) The following materials will be forwarded to Read America no later than the next business day after completion of the Certification Course:

✓the appropriate transmittal form copied from the trainer manual

✓attendance forms

✓late materials payments collected during training NOTE:It is the trainer's responsibility to check with our webmasters, regarding who has not ordered, at RAchat@aol.com three days before the course commences.

✓final examinations

2. In the case of the Internship Course:

No less than thirty days prior to the start of the proposed Internship Course you will notify Read America of your plans via an online course proposal at www.readamerica.net. No other notification, whether by e-mail, phone, mail, or in person will be accepted for this purpose. Via email, Read America will issue a *Letter of Permission to Commence Training* after your event has been approved, including any special conditions of the acceptance. Do not commence any other plans for this event until you have received that letter. Read America will not be held accountable for any loss of income suffered by the trainer due to Read America's refusal to issue a *Letter of Permission to Commence Training*. Please DO NOT confuse our automatically generated email receipt of your proposal transmission, for your *Letter of Permission to Commence Training*.

(a) At the start of the course the trainer will check registrations as detailed in section VI Course Registrations.

(b) The trainer will distribute the following materials to each trainee at or before the start of one day internship training:

✓Phono-Graphix Training Syllabus

Be sure you distribute the one for the one day course. They're marked in your trainer manual.

✓Meet Your Presenter

The trainer's bio

✓About Read America, Inc. & The Phono-Graphix Method

(c) The following materials will be forwarded to Read America no later than the next business day after completion of the Certification Course:

✓the appropriate transmittal form copied from the trainer manual

✓attendance forms

✓late payments collected during training

XII. Teacher In-Service or Parent Talk

A. All Phono-Graphix certified members are sanctioned to provide our *Ninety Minute Phono-Graphix Free Talk* as outlined and described in the form *Phono-Graphix Ninety Minute Phono-Graphix Free Talk*. This is the only Phono-Graphix in-service or parent talk. Licensed trainers and members are prohibited from charging a fee for this talk. Teacher in-service cannot be used as the first ninety minutes of content for future training. If training follows an in-service it must be complete.

XIII. Other Conditions and Limitations

A. In the case of the trainer engaged in Phono-Graphix training as a corporate entity, all liabilities under this agreement may fall to both the individual trainer and the corporate entity.

B. The trainer is responsible for all travel, venue, and miscellaneous costs in providing training and consulting. The trainer can bill the school or school board for travel and lodging if a training is held more than fifty miles from the trainer's office or home. This shall be paid directly to the trainer.

C. At no time will the trainer allow an individual to attend a Phono-Graphix training in part or in whole without recording the individual on the transmittal attendance forms.

D. At no time during or after membership will the trainer provide any Phono-Graphix training, in-service or parent talk not allowed for in the agreement, or charge training fees not allowed for in this agreement.

E. At no time during or after membership will the trainer accept payment in his/her own name for Phono-Graphix training other than the thirty-five hour Certification Course.

F. At no time during or after membership will the trainer claim that s/he is, or has ever been, in any way an employee, of Read America, Inc., or its membership association.

G. At no time during or after membership will the trainer claim that s/he has, or has had

ownership or any proprietary rights to or over the theories, methods, materials, property or income of Phono-Graphix or Read America, Inc.

H. At no time while this contract is in effect will the trainer engage in the business of educational print or computer publishing either for himself or as an employee or consultant for any company. Read America advises the trainer to consult an intellectual property rights attorney if the trainer should elect to cancel this contract and engage in the business of educational print or computer publishing either for himself or as an employee or consultant for any company.

I. At no time during or after cancellation of this contract will the trainer reveal trade secrets about the Phono-Graphix method or Read America, Inc., including but not limited to theory, methods and practices, to any individual or corporation which is in public or private business of print or computer publishing, or teacher training in commercial methods.

J. Phono-Graphix trainer status is not assignable.

K. Phono-Graphix trainer status does not carry to any service not provided for in this agreement. The trainer is not to claim that s/he is an agent of Read America in provision of reading therapy or any other services not mentioned in this agreement.

L. Read America, Inc. reserves the right to add forms and policies to its training manual as it determines necessary. In such case members will comply with new policies and forms. These will be considered an addendum to this contract.

M. Read America, Inc. reserves the right to assign any or all of its responsibilities to various agencies, companies or subcontractors as it sees necessary. In such case the trainer will be advised in writing of the assignment.

N. Read America communicates with its licensed trainers via email. Trainers are asked to advise our webmasters, at RAchat@aol.com, of an email address change, as soon as it is made. Read America will not be held accountable for losses to the trainer due to failure to notify us of a change of email address.

XIV. Cancellation Clause

A. Read America, Inc. and its assigns reserve the right to discontinue this agreement, cancelling all trainer rights, if it believes that the trainer has failed to comply with the conditions set forward in this agreement or in anyway misrepresents Read America or Phono-Graphix, or otherwise poorly represents Read America. Read America also reserves the right to discontinue this contract so that it can offer the trainer a revised contract. Cancellation will be made in writing and will be effective immediately or on the date noted in the letter of cancellation.

B. In the event of dispute over this contract the venue shall be the appropriate jurisdiction nearest to Orlando, Florida, in the United States. All court and attorneys fees incurred in settling any dispute will be payable by the trainer.

Date

Signature of Trainer

Date

Geoffrey McGuinness
President, Read America, Inc.

