



English Tutor
2009-2010 Independent Contractor Letter of Agreement

Name: _____

Dates: _____

Address: _____

Home Phone: _____

Street

Work Phone: _____

City

State

Zip

E-mail: _____

Fax Number: _____

AYUSA International (“AYUSA”) and you agree that, as an independent contractor, you will perform the duties of English Tutor (“Tutor”) for an AYUSA exchange student in your community.

Project to be Performed

The Tutor is being retained by AYUSA for the purpose of providing one-on-one professional services in respect to assisting the AYUSA student with improving their English reading, writing, and comprehension skills. The services to be performed will be completed between the date of signature by all parties through the end of the calendar year and submission by the Tutor of all final progress reports.

Responsibilities of the Tutor

As a Tutor, your duty is to provide an organized program to increase the English proficiency (in speaking, writing, and comprehension) of this student through exercises and weekly assignments. In doing so, you are to control the manner and method by which these objectives are achieved.

Compensation

1. AYUSA agrees to pay Tutor an agreed upon amount per hour for services based on proper and timely submittal, before the 30th of each month, of the AYUSA Tutoring Log.

Length of Service Academic Year 2009 - 2010

Tutoring Hours ___ hours ___ times weekly (no more than 6 hours per week)

Negotiated Hourly Wage \$___ per hour

The responsible party for payment is the student’s natural parents. AYUSA will pay on their behalf and will collect payment from natural parents. AYUSA will not pay for more than twenty-five (25) hours of tutoring in any one month unless AYUSA representative and student’s natural parents agree in writing to increase the number of tutoring hours.

2. The Tutor is responsible for rescheduling a session as a make-up session if the student or Tutor can not make the scheduled session due to illness, vacation, or other reasons out of their control. All make up sessions must be made within the next month of invoicing unless otherwise arranged with student.
3. The Tutor is responsible for travel expenses, telephone and other incidental expenses incurred in the ordinary function of carrying out tutoring duties.
4. Nothing in this agreement is intended, or shall be construed, as providing that any form of wage, salary, or other "employee-related" payment is due to the Tutor by AYUSA.
5. AYUSA will conduct a personal and criminal background check to ensure the safety of students under your supervision as it is required by the U.S. Department of State. You will receive written notification and a release form prior to the background check being conducted. You attest to the truthfulness of representations you have made. If any statement you have made is found to be false, this agreement with AYUSA International may be terminated, regardless of the time elapsed before discovery.
6. AYUSA prohibits the Tutor from being a host family member or a person under the age of 18.

General Terms

1. In providing services as an independent contractor, you shall be acting solely in that capacity. Nothing in this agreement shall be construed as creating an employee, representative, agency or partnership relationship between you and AYUSA.
2. Unforeseen circumstances such as, but not limited to, devaluation of currencies, international unrest or recessions may compel the cancellation or alteration of the program. Although AYUSA fully intends to honor this agreement, AYUSA reserves the right to cancel the sessions or change the length. In the case of cancellation, you may keep all compensation paid to you under this agreement prior to cancellation. If the session length is changed, the base payment will be adjusted to correspond to that change.
3. During the term of this agreement, if you work for yourself or a competing organization in the educational/student travel field, you agree to make full disclosure of such arrangements to AYUSA in writing. If AYUSA feels such additional involvement creates a conflict of interest or will prove detrimental to the operation of AYUSA programs, AYUSA reserves the right to cancel this agreement immediately for cause.
4. The Tutor agrees and understands that, as an independent contractor, he/she is not entitled to any vacation, sick leave, medical, retirement or other benefits from AYUSA. The Tutor agrees and understands that AYUSA does not pay Social Security/Medicare taxes, Unemployment Insurance Compensation or Worker's Compensation, and AYUSA does not withhold or deduct any payment for any tax purposes whatsoever. The Tutor is solely responsible for payment of all taxes based on compensation earned under this Agreement.
5. The Tutor represents that, in the course of performing any of his/her obligations under this agreement, he/she is acting as a highly skilled professional, who does not require supervision by AYUSA with respect to the method or manner by which the Tutor performs the duties identified in this agreement. As a skilled professional, the Tutor agrees and understands that his/her obligations under this agreement terminate upon the completion of the tasks or obligations identified in this agreement.

- 6. The Tutor understands and agrees that, as a specialist and professional in his/her field, the Tutor is responsible for assuring that all the obligations which are identified in this agreement are achieved in accordance with the terms of this agreement.

- 7. The Tutor understands and agrees that AYUSA's internal organization, operational methods and procedures, business plan and financial information constitute confidential proprietary or trade secret information of AYUSA that has been developed by AYUSA through its own resources and at great expense. The Tutor understands and agrees that this confidential proprietary or trade secret information may be contained in documents used or circulating within AYUSA, including but not limited to operations charts, program materials, program-related procedural memorandum or other documents.

- 8. The Tutor understands and agrees that this confidential proprietary or trade secret information belongs exclusively to AYUSA, and that unauthorized use or disclosure of this information to businesses or persons competing with AYUSA in the field of cultural and student exchange programs, or to any other persons, would be damaging to AYUSA's interests, and represents the disclosure of proprietary information or the trade secrets of AYUSA.

Termination

The Tutor understands and agrees that either party has the right to terminate this agreement at any time on written notice to the other, with or without cause. In the event of such termination, the Tutor shall be entitled to receive payment in full of fees and compensation earned under this Agreement up to the effective date of termination and such fees and compensation shall be the total and only amount due from AYUSA. Upon termination or the completion of this Agreement, the Tutor shall promptly return to AYUSA any and all files, records and documents in the Tutor's possession or control which pertain to the AYUSA student's lessons.

If you agree with the terms and provisions outlined in this agreement, please sign it and return it with your completed W-9 form to the students AYUSA Regional Representative. You will receive a 1099 form in February which will report your full income earned as a Tutor.

Signed: _____
Tutor

Date: _____

Signed: _____
Regional Manager

Date: _____

Accepted: _____
AYUSA International

Date: _____