



CETUSA

Council for Educational Travel USA

High School Program Office
5300 Northland Drive NE Box 11
Grand Rapids, Michigan 49525
Phone: 888-CETUSA1 Fax: 616-365-9941
Email: peg@cetusa.org

2011

**HIGH SCHOOL PROGRAM (HSP)
COMMUNITY COORDINATOR AGREEMENT**

This Agreement is made on _____ (date), by and between the Council for Educational Travel United States of America, hereafter referred to as "CETUSA" and:

Name: _____ hereafter referred to as "Coordinator"

Address: _____

City, State, Zip: _____

Telephone: _____ E-mail: _____

Social Security Number: _____

The party who is contracting to receive services shall be referred to as "CETUSA," and the party who will provide the services shall be referred to as "Coordinator" in this Agreement. Coordinator has a background in placing and monitoring students in academic exchange programs or some related experience in a related field, and is willing to provide services to CETUSA based on this background. CETUSA desires to have services provided by Coordinator.

Therefore, the parties enter this Agreement on the following terms and conditions:

A. **Description of Services.** Beginning on or about the above date, Coordinator will provide the following services, (collectively, the "Services"):

1. Place students in qualified host families in accordance with CETUSA guidelines.
2. Secure school acceptance in writing and Host Family Criminal Background Check release form(s) prior to confirming placement.
3. Supervise the CETUSA students through the duration of student's participation in the program.
4. Submit a completed Host Family Profile for each student placed by Coordinator within 14 days of confirmation of student placement.
5. Complete a monthly progress report for each student under Coordinator's supervision, which is to be submitted electronically via the CETUSA website or physically received in the Grand Rapids Office before the 30th of each month.
6. Provide emergency housing for a CETUSA student if needed.
7. Perform Coordinator duties in a professional manner at all times and in accordance with Department of State regulations and CSIET standards.

B. **Payment.** CETUSA will pay a placement and a supervision fee to Coordinator for services by Coordinator in accordance with the following schedule:

1. Placement/Supervision Fee Schedule:

	<u>Placement</u>	<u>Supervision</u>	<u>Total</u>
HSP10 (10-month student)	\$200.00	\$500.00	\$700.00
HSP12 (12-month student)	\$200.00	\$600.00	\$800.00
HSP51/52 (5-month student)	\$200.00	\$250.00	\$450.00

2. The placement fees will be mailed to Coordinator on or about the 7th business day of the month following receipt of the full placement details which must include a completed Host Family Profile and signed School Acceptance Form.
3. The supervision fees will be mailed to Coordinator on or about the 7th business day of the following month for each month for each student under the supervision of Coordinator on the 15th of the month. (For example, fee will be paid to Coordinator on or about the 7th business day of October for a student under the supervision of the Coordinator on the 15th of September.) Supervision fees for 10-month students will be paid for the months of September through June. Supervision fees for 12-month, calendar-year students will be paid for the months of February through January.

Supervision fees for 5-month, first-semester students will be paid for the months of September through January. Supervision fees for 5-month, second-semester students will be paid for the months of February through June.

4. Failure to file any report or paperwork by its due date will result in forfeiture of fees per student due Coordinator for the month(s) in which the report(s) or paperwork is delinquent. The damages caused CETUSA by the Coordinator's failure to timely produce monthly reports will be impractical to calculate at the time of such breach, the parties agree that the monthly fee is a reasonable estimate at this time of the damages which will be realized by CETUSA in the event of such breach.
 5. If a student for any reason is transferred or removed from the supervision of Coordinator before the 15th of the month no fees will be payable for that month.
 6. **Early Placement Bonus:** If Coordinator places three or more students by December 15 of the contract year, CETUSA will pay an additional \$150 for all placements made by the Coordinator during the contract year, payable with the first scheduled payment after student arrivals in the U.S. If the December Early Placement Bonus is not earned the following will apply: If Coordinator places three or more students by May 1 of the contract year, CETUSA will pay an additional \$100 for all placements made by Coordinator during the contract year, payable with the first scheduled payment after student arrivals in the U.S. If Coordinator signs this Agreement after April 2, Coordinator will have 30 days from the date of this Agreement to qualify for the \$100 Early Placement Bonus.
 7. **Regional Placement Bonus:** If Coordinator places a student in a designated regional placement guarantee for which the student pays a fee in addition to the normal program fee, Coordinator will receive a \$100 regional placement bonus, payable with the first scheduled payment after student arrives in the U.S.
 8. Coordinator is eligible to participate on the Coordinator Performance Incentive Reward Program for the students Coordinator places. Details of the Performance Incentive Reward Program are attached to this Agreement as Attachment A which is a part of this Agreement. CETUSA reserves the right to revise or terminate the Performance Incentive Reward Program at any time.
 9. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Coordinator shall be entitled to payments for periods or partial periods that occurred prior to the date of termination in accordance with this agreement.
- C. **Terms of Payment Eligibility.** Coordinator will be eligible to receive Placement and Supervision fees contingent upon the following paperwork being complete and received in the Grand Rapids AYP office:
1. **Coordinator Paperwork**
 - a. Original Coordinator Profile, completed, signed and dated by Coordinator;
 - b. Original Current Year Coordinator Agreement, completed, signed and dated by Coordinator;
 - c. Criminal Background Check Release Form, completed, signed and dated by Coordinator;
 - d. W-9 Form – Request for Taxpayer Identification Number and Certification.
 2. **Student/Host Family Paperwork:**
 - a. Placement Fax
 - b. Signed School Acceptance
 - c. Host Family Criminal Background Check Release Forms – one form for each adult 18 years or older living in the host family home, including those 18 and older who are only there occasionally (i.e.: college students or those in the armed services, etc.).
 - d. Original Complete Host Family Profile – each page completely filled out by the coordinator, all required photos included, host family interview dated and initialed by Coordinator; dated and signed by the host parents.
- D. **General Independent Contractor Information**
1. **Expenses.** Coordinator shall be responsible for all expenses incurred for his/her activities as Coordinator and shall not be entitled to reimbursement from CETUSA.
 2. **Support Services.** CETUSA will not provide support services, including office space and secretarial services, for the benefit of Coordinator.
 3. **New Project Approval.** Coordinator and CETUSA recognize that Coordinator's services will include working on various projects for CETUSA. Coordinator shall obtain the approval of CETUSA prior to the commencement of a new project.
 4. **Term/Termination.** This Agreement shall terminate automatically on August 31, 2011 or by written notification, with or without cause, by one party to the other, whichever comes first.
 5. **Relationship of Parties.** It is understood by the parties that Coordinator is an independent contractor with respect to CETUSA, and not an employee of CETUSA. CETUSA will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Coordinator. As an independent contractor, Coordinator is responsible for his/her own hours, working conditions, transportation, and expenses.
- E. **Disclosure.** Coordinator is required to disclose any outside activities or interests, including ownership or participation in the development of student program placements, which conflict or may conflict with the best interests of CETUSA. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

1. any activity Coordinator may be involved with on behalf of CETUSA and/or
2. any activity with or on the behalf of a local or foreign organization and/or individual that is related to services Coordinator provides to CETUSA and/or that might impact the services Coordinator has been contracted to perform.

F. Indemnification. Coordinator agrees to indemnify and hold CETUSA harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CETUSA that result from the acts or omissions of Coordinator, Coordinator's employees, Coordinator's Agent or any third party.

G. Assignment. Coordinator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of CETUSA.

H. Confidentiality. Coordinator recognizes that CETUSA has and will have the following information (listed below) and that it is considered proprietary information and assets of CETUSA:

1. products
2. prices
3. costs
4. discounts
5. future plans
6. business affairs
7. customer lists (including host families, independent contractors, agents/partners and salaried employees)
8. trade secrets

and any other proprietary information (collectively, "Information"), which are valuable, special and unique assets of CETUSA. Coordinator agrees that Coordinator will not at any time or in any manner, either directly or indirectly, use any of the above information for Coordinator's own benefit, or divulge, disclose, or communicate in any manner any information to any third party or competitor of CETUSA without the prior written consent of CETUSA. Coordinator will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

I. Unauthorized Disclosure of Information. If it appears that Coordinator has disclosed (or has threatened to disclose) Information in violation of this Agreement, CETUSA shall be entitled to an injunction to restrain Coordinator from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. CETUSA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

J. Services to Third Parties. The parties recognize that Coordinator may provide consulting services to third parties. However, Coordinator is bound by the confidentiality provisions of this Agreement, and Coordinator may not use the Information, directly or indirectly, for the benefit of third parties.

K. Return of Records. Upon termination of this Agreement, Coordinator shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Coordinator's possession or under Coordinator's control and that are CETUSA's property or relate to CETUSA's business.

L. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or postmarked by the United States Post Office, postage prepaid, addressed to Coordinator's address as indicated on page one of the Coordinator Agreement and/or to CETUSA as follows:

**Council for Educational Travel United States of America
5300 Northland Dr. NE Box 11
Grand Rapids, MI 49525**

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

M. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

N. Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

O. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

P. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Q. Applicable Law. The laws of the state of California, County of Orange, shall govern this Agreement.

R. Attorney Fees. In the event any party is required to employ legal counsel or to incur other reasonable expenses to enforce any obligation of the other party hereunder, or to defend against any claim, demand, action, or proceeding by reason of another

party's failure to perform any obligation imposed upon such party by this agreement, and provided that legal action is filed by or against the first party and such action or the settlement thereof establishes the other party's default hereunder, then the prevailing party shall be entitled to recover from the other party the amount of all reasonable attorney's fees of such counsel and all other expenses reasonably incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding, whether incurred prior to or in preparation for or contemplation of the filing of such action or thereafter.

- S. **Placement Goals.** Coordinators should plan to place 3 students. By placing three students by May 1st, coordinator will qualify for the Early Placement Bonus. Any placement goal above 3 students should be negotiated with the manager. Coordinators are encouraged to establish realistic, yet somewhat challenging, goals for themselves.

My personal goal is to place _____ (number) students by July 15, 2011.

Coordinator Signature: _____ **Date:** _____

Print Name: _____

Manager Signature: _____ **Date:** _____

Print Name: _____

Council for Educational Travel United States of America:

Date: _____ **Peg TenHoop:** _____

Attachment A

Attachment A details the Coordinator Performance Reward Program. One Travel Point will be awarded for each placement made under this agreement. Points may be redeemed for the annual international cultural awareness trip* as follows:

- 7 points = Your trip!
- 11 points = Your trip and that of your guest!
- Each additional 4 points = An additional guest!

For purposes of this Attachment, a student is considered placed by the Coordinator if the student is with a host family under supervision of the Coordinator for 30 days after arrival in the United States.

Travel Points may be accumulated for duration of the Coordinator Agreement and carried over from one Agreement to the next. Unredeemed Travel Points will be forfeited if Coordinator does not make at least one placement during the term of any one CETUSA contract year. Travel points are neither transferable nor redeemable for cash.

Only Coordinators in good standing with CETUSA, as determined by CETUSA, may participate on the international cultural awareness trip. CETUSA reserves the right to revise or terminate the Incentive Reward Travel Program at any time.

*A minimum of 20 participants, company wide, required per trip.