

AGENCY-CONTRACTOR/TUTOR AGREEMENT TEMPLATE

This Agency-Contractor/Tutor Agreement ("Agreement") is made and entered into as of 11/08/2024 by and between:

Hiring Agency:

Name: Young Trading LLC
Phone number: +251912140906
Email: yonatan.amha1@gmail.com

Contractor/Tutor:

Name: _____
Phone number: _____
Email: _____

Client/Tutoring Company:

Name: A Plus Tutoring LLC aka Fikir LLC
Phone number: +1 (303) 720-6070
Email: Admin@aplusmentors.com

1. Position

The Agency engages the Contractor/Tutor to perform tutoring services for the Client Company. The Contractor shall perform the duties and responsibilities outlined in the attached job description and responsibilities (Appendix A) and any other tasks assigned by the Client Company.

2. Commencement and Term

This Agreement shall commence on _____ and shall continue until terminated per the terms of this Agreement. Session Supervisors will contact you after this date assuming you will be available for orientation and trial. Refusal to attend orientation or trial after this date may be considered a dereliction of duty based on the prudence of the Session Supervisor.

3. Mandatory commitment

The Contractor will serve for a mandatory two (2) months starting from the agreement commencement date. If the contractor abruptly leaves the organization before this period they will forfeit any salary they might have partially accrued for that corresponding month they were working.

During this period, the contractor needs to actively attend trials with the intent of taking on at least 2 students. If the contractor refuses to attend trials, it could result in termination.

4. Working Hours

The Contractor will typically work within the late hours of 11 pm - 5 am East African Time.

5. Salary and Payment

- **Salary:** The Contractor will receive a monthly pay of 5000 + 100 per session Ethiopian Birr.
- **Pro-ration:**
 - If a student assigned to the tutor attends a session at a different frequency than stated above, the prorated monthly pay will be calculated proportionally. E.g if the student attends twice a week, the prorated monthly pay will be $\frac{2}{3}$ of the agreed amount above.
 - If a tutor only covers a month partially due to the start or termination date then the monthly pay will be prorated proportionally based on the number of days served that month.
- **Cancellations:** If the contractor cannot attend a session, there will be a fine of 325 Birr from their monthly pay.
- **Secondary Backup:** If the contractor serves as a backup for a session, they will be compensated at 500 Birr per session.
- **Trial Session:** Trial sessions last for about 30 mins and will pay 200 Birr if the students attend the session. If the student cancels the session without giving adequate notice then the session will pay 150 Birr
- **Payment:** Salaries will be deposited by the Agency at the end of each month according to the Gregorian calendar into a CBE Account of the Contractor's choice.
- **Attendance confirmation:** The contractor must check and confirm the attendance record of sessions before the month's end under the session supervisor's oversight as proof of evidence for services provided to the Client company's students.
- **Missed sessions:** If parents notify supervisors within 6 hours then the parent can get that session rescheduled with no pay to the tutor. If cancellation is last minute or less than 6 hours, parents are responsible for paying for the session and the tutor still gets paid.

6. Leave Entitlements

As a self-employed contractor, the Contractor is responsible for managing their leave schedule and MAYBE entitled to paid leave from the Agency or Client Company given prior notice and consent.

7. Termination

- **By Mutual Agreement:** The Agreement may be terminated at any time by mutual agreement of the Agency and Contractor.
- **By Agency:** The Agency may terminate the Agreement by providing thirty (30) days written notice subject to valid grounds as defined under Ethiopian law.
- **By Contractor:** The Contractor may terminate the Agreement by providing three(3) weeks or (21) days written notice(text message or email) to the Session Supervisors. Failure to give written notice may result in forfeiture of salary.

8. Severance Pay

As a self-employed contractor, the Contractor is not entitled to severance pay from the Agency.

9. Non-to-Compete Agreement

The Contractor understands not to solicit personal tutoring sessions with clients obtained through the Client Company's tutoring platform and/or request the customers to pay them directly. In other words, the Contractor understands not to ask the Client to pay them in lieu of paying the Client Company. If such circumstances arise, this Agreement will be immediately terminated and the Contractor must pay for any liquidated damages as calculated by the Client Company for the violation of this clause. Failure to pay for these liquidated damages could result in legal actions being taken against the Contractor.

10. Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be resolved through negotiation. If the dispute cannot be resolved amicably, it shall be referred to arbitration following the arbitration laws of Ethiopia.

11. Taxes and Contributions

- **Income Tax:** The Contractor is responsible for declaring their income and paying the appropriate taxes to the Ethiopian Revenue and Customs Authority (ERCA).
- **Social Security:** There will be no social security contributions made by the Agency on the Contractor's behalf.

12. Confidentiality

The Contractor agrees to keep all information related to the Client Company's business confidential and not to disclose any such information to any third party without the prior written consent of the Agency or the Client Company.

13. Intellectual Property

All intellectual property created by the Contractor in the course of providing services shall be the property of the Client Company. The Contractor agrees to assign all rights, title, and interest in such intellectual property to the Client Company.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ethiopia.

15. Compliance with Client Company Policies

The Contractor agrees to abide by all applicable rules, regulations, policies, and procedures of the Client Company while providing services under this Agreement. The Contractor acknowledges that adherence to these rules is essential for maintaining the relationship between the Agency and the Client Company and any failure to comply might result in termination of this Agreement by the Agency.

16. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the Contractor's services and supersedes all prior agreements or understandings.
- **Amendments:** Any amendments to this Agreement must be made in writing and signed by both parties.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Agency Signature: Yonatan Amha 11/08/2024

Name: Yonatan Amha
Title: CEO

Contractor Signature: _____

Name: _____

Client Company Acknowledgment Signature: Fikir Jacob 11/08/2024

Name: Fikir Jacob
Title: CEO and Founder

Appendix A: Job Description

Position Title: Backup Tutor

Responsibilities and Expectations:

1. Delivering Curriculum:
 - You are responsible for delivering the curriculum provided by the company to students.
2. Conducting Live Classes:
 - Conduct live classes with each session lasting 1 hour.
3. Consistent Attendance:

- You are expected to show up consistently and stay for the entire session.
4. Communication:
 - Communicate regularly with parents, teachers, and other stakeholders to provide feedback on students' progress.
 - Connect with the student's parents weekly through updated emails or texts.
 - Send weekly communication updates to parents regarding their child's progress and any relevant information.
 - Coordinate with teachers when necessary.
 - Create a tutoring schedule for each student.
 5. Virtual Presence:
 - Always have your camera on during sessions with a virtual background featuring the A+ Tutoring logo.
 - Maintain a presentable appearance even during night shifts. Avoid wearing hair caps, being covered in blankets, sitting in bed, or being in dark rooms during sessions.
 6. Punctuality:
 - Join the Zoom meeting 15 minutes before the first tutoring session and confirm your presence.
 - Ensure your phone is readily available for calls in case of tardiness to attend tutoring sessions.
 7. Equipment and Connectivity:
 - Keep your PC and phone fully charged at all times in case of power failures.
 - Maintain stable internet connectivity and ensure proper lighting during sessions.
 8. Communication Channels:
 - Use Google Voice for all communications with either parents or students.
 9. Number of students
 - Tutors are expected to take on at least 2 students after trials.