



National Office
P.O. Box 1332 Dyersburg, TN 38025
800-264-0948, Fax: 731-287-9949

Local Representative Agreement

This AGREEMENT is made as of the _____ day of _____, 20____ between the Foundation for Worldwide International Student Exchange (WISE), a nonprofit educational organization, having a primary place of business at 205 N. Church, Dyersburg, Tennessee, herein after referred to as the "WISE" and _____, an independent contractor, having a primary place of business at _____, herein after referred to as the "Local Representative.

I. Terms of the Agreement.

This Agreement will become effective as of the date stated above and will terminate when the last student in the Local Representative 's area has left the host family after completion of the Academic Year in America program.

This Agreement may be terminated prior to the scheduled termination date for cause by WISE upon five (5) days prior written notice. As used herein, for cause means a termination for dishonesty, inattention to the performance of duties, any breach by Local Representative of any material agreement on his/her part made herein, Local Representative=s conviction for any criminal felony or other criminal offense evidencing a lack of qualification or suitability for his/her position, or any other act by the Local Representative prejudicial to the interests of WISE. In the event the Agreement is terminated by WISE for cause prior to the scheduled termination date, all unpaid compensation otherwise due Local Representative under this Agreement shall be forfeited.

II. Services To Be Performed By Local Representative.

Local Representative agrees:

1. To be completely responsible for successfully conducting WISE's Academic Year in America program for exchange students in his/her area according to the terms and conditions set forth in WISE publications and this Agreement.
2. To perform all tasks, assignments and meet all standards outlined either expressly or implicitly by WISE, the United States Department of State and the Council on Standards for International Educational Travel (CSIET).

All activities involving recruitment, contacting or promoting a high school exchange program will be exclusively done in the name of WISE.

If the Local Representative has a Regional Manager or Regional Director in her/his area, report

directly to her/him. This does not preclude any contact made directly by the national office to the Local Representative at the discretion of WISE.

In the absence of a Regional Manager or Regional Director, all Local Representatives report directly to the AYA Program Manager or to the President in the AYA Program Manager's absence.

3. To recruit host families as per WISE, United States Department of State and the Council on Standards for International Education Travel (CSIET) standards for the purpose of placing WISE's exchange students.
4. To meet the standards and requirements as specified in this document and the Local Representatives Handbook.
5. Area development.
 - a) The Local Representative must develop a network of host families that enables the placement of exchange students in the designated area.
 - (1) Local Representative will recruit, screen and interview all potential host families according to the guidelines given in WISE manuals.
 - (2) Local Representative will supervise, counsel and mediate any problems that cannot be resolved between the student and the host family and report any unusual problems to his/her Regional Manager/Director and/or the National Office of WISE, in writing even if calls are made initially.
 - b) The Local Representative is expected to place a minimum of one exchange student each and every placement season.
 - (1) A placement must be reported immediately to the national office of WISE; then required paperwork as specified in this document must be submitted in a timely manner.
 - (2) If for some reason a placement does not work out, no matter the reasons, it is agreed that the Local Representative must find a new host family within a reasonable amount of time.
 - (3) Securing approval to place a student in a high school is the sole responsibility of the Local Representative.
 - c) To lead or insure that a host family and student orientation is given within two weeks of every student's arrival in your area.
 - d) To insure that all necessary paperwork is completed by all host families which includes as required:
 - (1) Host Family Application
 - (2) Host Family Agreement
 - (3) Host Family Background Check Forms
 - (4) Host Family References
 - (5) High School Acceptance Form
 - (6) Host Family Interview
 - (7) HF Orientation

- e) Both parties acknowledge:
 - (1) That host families must consist of two related people, one of whom is a native English speaker and that English will be the primary language spoken while the student is in the home.
 - (2) That the host family must include an adult and a child or two adults or two adults and children.
- f) To insure that monthly contact is made to both the student and the host family as documented by a monthly report submitted online each month.
- g) To motivate students and host families to cooperate in sending in their monthly reports to the national office.
- h) The assigned territory is in Addendum A of this Agreement.

6. Confidentially and Conduct:

- a) To treat all information regarding:
 - (1) The foreign agencies' names and addresses, students' names and addresses, as well as host family names and addresses in the strictest confidence.
 - (2) The manuals, forms, book and all training materials as provided by the WISE in the strictest confidence.
 - (3) Local Representative acknowledges that any unauthorized disclosure of the information set forth above constitutes a breach of the Agreement.
- b) To return all property of WISE which includes the following at the termination of this Agreement:
 - (1) Any equipment supplied or paid for by WISE.
 - (2) Any and all manuals, books, forms, training materials provided by or paid for by WISE.
 - (3) Any and all lists of host families, students and administrative documents or records that are the property of WISE.
- c) The Local Representative acknowledges that said resource books are the property of WISE and all WISE's materials are copyrighted.

B. Local Representative also agrees:

- 1. To be and entirely responsible for Local Representative 's own acts during the performance of this Agreement.
- 2. That nothing in this Agreement shall be considered to create the relationship of employer and employee between WISE and Local Representative. Local Representative shall be deemed at all times to be an independent contractor of WISE providing such services as are necessary to successfully conduct an academic foreign exchange Program. WISE is interested only in the results obtained under this Agreement. The manner and means by which the specified results are accomplished are under the exclusive and sole control of the Local Representative. Local Representative shall be responsible for his/her social security, income and other taxes. WISE will not provide any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Local Representative.

Local Representative ' s services provided to WISE will not qualify for unemployment insurance.

3. That WISE will not provide any worker ' s compensation insurance for Local Representative. Local Representative acknowledges his/her obligation to obtain appropriate insurance coverage for his/her benefit. Local Representative waives any rights to recovery from WISE for any injuries that Local Representative may sustain while performing services under this Agreement.
4. To provide all instrumentalities, equipment, tools and transportation necessary for the completion of services rendered to WISE, except as set forth in this agreement.
5. To have available at all times each student's medical release forms as provided on each student's application.
6. To fill out and distribute all materials at the orientation that completes all host family or student paperwork.
7. That all resource books are the property of WISE and all WISE's materials are copyrighted.

III. Obligation of WISE.

Local Representative acknowledges and WISE agrees that Wise will:

1. Comply with all reasonable requests of Local Representative and provide access to all documents reasonable necessary to the performance of Local Representative's duties under this Agreement.
2. Pay fees to Local Representative according to the payment tables as specified in Addendum A to this Agreement, which is attached hereto and incorporated herein by reference.

WISE also agrees to make available to Local Representative, a local representative manual, host family manual, student manual, all containing the Standards of Conduct.

IV. General Provisions

The parties both agree:

1. That if any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
2. That this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. The parties hereby agree that jurisdiction and venue in any proceeding relative to this Agreement or related matters is limited to the courts of Dyer County, Tennessee.
3. That this Agreement, including the WISE outline referred to herein which is a part hereof, embodies the entire agreement and understanding of the parties to the Agreement with respect to the subject matter contained in the Agreement. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth or referred to in this Agreement. The Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement for

services to be performed during the term hereof.

B. Local Representative Agreement Addendum A

1. This Addendum is incorporated as part of the Local Representative Agreement only when signed by both parties and filled out completely designating the territory and restrictions/additional considerations. This addendum is a part of this contract as stipulated.
 2. Territory
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3. Restrictions/Additional Considerations (if any):
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C. Payment for services as Local Representative.

1. The Local Representative will be compensated at the following rate:
 - a) Ten-month placements: \$1200.00 per student.
 - b) Five-month placements: \$700.00 per student.
2. An increased fee will be paid according to the schedule listed below:
 - a) Placements one (1) to seven (7) \$1200.00
 - b) Placements eight (8) to fifteen (15) \$1300.00
 - c) Placements sixteen (16) to nineteen (19) \$1400.00
 - d) Placements twenty (20) or more \$1,700.00
 - e) All five-month placements are \$700.00

D. The above referenced compensation will be paid in the following manner:

1. \$450.00 per 10-month student after each approved placement; \$275 per 5-month student after each approved placement
2. \$150.00 per 10-month student after completion of each orientation; \$125 per 5-month student after completion of each orientation. Orientation attendees must be submitted in writing to national office.
3. The balance (\$600 for ten-month students and \$300 for five-month students) will be paid monthly based on the number of students placed in the agreed territory.

E. The monthly payments will be mailed no later than the 15th of the month.

F. Payment will be held until paperwork requirements are met.

1. All monthly reports are due no later than the 1st of the following month.
2. If for any reason WISE is required to fulfill the paperwork required by completing it directly from the student or the host family there will be a \$30 reduction in payment per form done by the national office.

G. Signatures:

Local Representative Signature

Local Representative Name

Local Representative SSN

Local Representative Phone

Local Representative Address

City

State

Zip

Fax number

E-mail

Cell Phone

Date Signed

Regional Director Signature (if applicable)

Regional Director Name

Date Signed

President Signature

David N. Dahl

President Name

Date Signed