

Independent teacher agreement

Template, not legal advice. This is a starting point written for online academies that work with independent teachers. Whether a teacher is legally a contractor or an employee depends on the law where the teacher lives and works and on how you actually work together, not on the title of this document. Replace every [bracketed] item, delete what does not apply, and have a lawyer in your country review the final version before anyone signs it.

This agreement is made on [date] between:

- [Academy legal name], of [address] (the **Academy**), and
- [Teacher full name], of [city, country] (the **Teacher**).

1. What the Teacher will do

1.1 The Teacher will teach [subjects, for example Spanish, piano, maths, IELTS preparation] online to students the Academy assigns, [one-to-one / in small groups].

1.2 Classes take place only on the platform and links the Academy provides. The Teacher follows the Academy's curriculum and level guidelines and chooses their own teaching methods within them.

1.3 This agreement starts on [start date] and continues until either party ends it under section 12.

2. Independent status

2.1 The Teacher is an independent contractor, not an employee, partner or agent of the Academy.

2.2 The Teacher is responsible for their own taxes, social contributions, equipment, quiet teaching space and internet connection.

2.3 The Teacher may teach for others, subject to sections 9 (confidentiality) and 10 (students introduced by the Academy).

3. Schedule and availability

3.1 The Teacher keeps their weekly availability up to date in the Academy's scheduling system, in the Teacher's own time zone.

3.2 Classes the Teacher accepts are fixed commitments. The Teacher gives at least [14] days' notice before changing their regular availability, so students can be moved without losing classes.

3.3 Around clock changes (daylight saving time), the Academy confirms class times with the Teacher at least [7] days ahead.

4. Pay per class outcome

4.1 The Teacher is paid for each class according to its recorded outcome, using the rates in Schedule A:

Class outcome	Teacher is paid
Completed, Teacher joined on time (up to [2] minutes late)	100% of the class rate
Completed, Teacher [3 to 5] minutes late	Class rate minus [5]%
Completed, Teacher more than [5] minutes late	Class rate reduced by the share of the class missed
Student cancelled at least [3] hours before the class	Not paid
Student cancelled less than [3] hours before the class	[50]% of the class rate
Student did not join; Teacher waited at least half the class	100% of the class rate
Makeup class, completed	100% of the class rate
Trial class, completed	[100% of the class rate / a flat USD amount]
Teacher cancelled at least [24] hours before the class	Not paid
Teacher cancelled less than [4] hours before the class, or did not join	Not paid, and counts toward the review in section 6

4.2 The Teacher records the outcome of every class (including how many minutes late anyone joined) in the Academy's system within [24 hours] of the class. The recorded outcome is the basis for pay and for the family's invoice.

4.3 If a class is lost because of a problem on the Academy's platform, the Teacher is paid for it in full.

5. Statements and payment

5.1 The pay period is [one calendar month]. By the [3rd] day of the next month the Academy shares a statement listing every class, its outcome and its pay.

5.2 The Teacher has [5] days to query any line. Agreed corrections go into the same payment.

5.3 The Academy pays by the [10th] day of the month in [currency] by [Wise (wise.com) / PayPal / bank transfer]. [The Academy / The Teacher] covers transfer fees.

5.4 The Teacher gives the Academy any tax form the Academy is required to hold (for example IRS Form W-8BEN for a teacher outside the US paid by a US academy).

6. Punctuality and reliability

6.1 The Teacher joins each class at least [3] minutes before it starts.

6.2 If the Teacher's own connection fails for more than [10] minutes of a class, the Teacher offers the student a makeup within [7] days, and the lost class is paid as a makeup only once it takes place.

6.3 If the Teacher has more than [2] late cancellations or missed classes in a calendar month, the Academy and the Teacher meet to agree a plan. Repeated problems after that are a reason to end the agreement under section 12.3.

7. Substitutes

7.1 The Teacher may not send someone else to teach a class without the Academy's written approval.

7.2 If the Teacher cannot teach, the Academy may assign another teacher to the class.

8. Child safeguarding

Many students are under 18. The Teacher agrees to:

1. Complete the Academy's safeguarding training before the first class and each year after.
2. Provide [a police or criminal record certificate from the Teacher's country / a DBS check / other check required by law] before the first class with a child, and again every [3] years.
3. Teach only through the Academy's platform and links. No private calls, social media contact, messaging apps or email with a student, and no contact with a family outside the Academy's channels unless the Academy has agreed it in writing.
4. Keep the camera on a neutral, quiet background, dress modestly and professionally, and keep the conversation to the lesson.
5. Not record, photograph or screenshot a student, or ask a student for personal information, unless the Academy's policy and the parent's consent allow it.
6. Accept that the Academy may join any class silently to check quality and safety, as the Academy tells families in its enrollment policy.
7. Report any concern about a child's safety or wellbeing, and anything a child discloses, to the Designated Safeguarding Lead named in Schedule B on the same day, and immediately if a child may be in danger. The Teacher does not investigate alone and does not promise a child to keep a secret.
8. Never meet a student in person through the Academy's introduction.

A breach of this section is a reason to end the agreement immediately under section 12.3.

9. Confidentiality and student data

9.1 Student and family information (names, contact details, schedules, progress notes, payment details) is confidential. The Teacher uses it only to teach classes for the Academy.

9.2 The Teacher does not copy this information to personal devices or accounts beyond what teaching requires, does not share it, and deletes any copies when this agreement ends.

9.3 The Teacher tells the Academy within [48 hours] if student information may have been lost, seen by someone who should not see it, or misused.

9.4 Both parties follow the data protection law that applies to them (for example the GDPR or UK GDPR for students in Europe or the UK).

9.5 These duties continue after the agreement ends.

10. Students introduced by the Academy

10.1 While this agreement lasts and for [6 months] after it ends, the Teacher will not teach privately, or encourage to leave the Academy, any student the Academy introduced to the Teacher.

10.2 Whether and how far this clause can be enforced depends on local law. Keep the period short and reasonable.

11. Teaching materials

11.1 Materials the Teacher creates remain the Teacher's. The Teacher gives the Academy a free, non-exclusive right to use materials the Teacher uploads to the Academy's library for its students.

11.2 The Academy's own materials, recordings and student records remain the Academy's.

12. Ending the agreement

12.1 Either party may end this agreement by giving [30] days' written notice. Email is enough.

12.2 During the notice period both parties keep to the agreed schedule, so students can be moved to a new teacher smoothly.

12.3 The Academy may end this agreement immediately for a breach of section 8, dishonesty, serious misconduct or repeated problems under section 6.3.

12.4 Pay for classes completed before the end date is paid in the next normal payment.

13. General

13.1 This is the whole agreement between the parties. Changes are valid only in writing and agreed by both.

13.2 If part of this agreement cannot be enforced, the rest still applies.

13.3 This agreement is governed by the law of [country or state]. [Courts of / Disputes resolved in] [place].

13.4 Notices are sent by email to the addresses below.

Signatures

Academy	Teacher
Name:	Name:
Role:	Email:
Signature:	Signature:
Date:	Date:

Schedule A: rates

Class	Length	Rate
[Spanish conversation]	[30 minutes]	[USD 6.00]
[Arabic]	[45 minutes]	[USD 8.50]
[Trial class]	[30 minutes]	[USD 6.00]

Rates are reviewed every [12 months]. Changes take effect from the next pay period after written agreement.

Schedule B: safeguarding contacts

Role	Name	Email	Phone or WhatsApp
Designated Safeguarding Lead			
Deputy			