



Pact of Faith, Inc. · PO BOX 700515 · Saint Cloud, FL 34772 · (407) 593-1782 · Pactoffaith.org

## FALL 2022 JAPANESE LANGUAGE PROGRAM INSTRUCTOR SOLICITATION

Effective: August 12th, 2022 - August 28th, 2022

Esteemed Prospective Quoter:

For the purpose of contracting a qualified individual to provide their socio-linguistic services remotely in our burgeoning foreign language program, Pact of Faith, Inc. invites you to submit a proposal for the Japanese Language Program Instructor requirements as outlined in the following scope of work.

Pact of Faith intends to schedule the date and time for interviews individually. In order to schedule interviews, instructor proposals must be submitted to [info@pactoffaith.org](mailto:info@pactoffaith.org) by 11:59 PM, August 28th, 2022. Include your full name and “Japanese Language Program Instructor Solicitation” in the subject of your email (i.e. John Smith - Japanese Language Program Instructor Solicitation).

Out-of-state applicants are welcome to apply.

### **SCOPE OF WORK**

#### **About Pact of Faith, Inc.:**

Through creativity, innovation, exploration, play and education, Pact of Faith, a non-profit Christian organization, encourages the application of the arts to nourish the advancement of creative pursuits, knowledge, and community development for sustainable futures. Located in Orlando, Florida, Pact of Faith is committed to cultivating intercultural exchange through our innovative programming by fostering a spirit of global diplomacy through cross-community engagement.

## Description of Project:

As a contract part-time Japanese Language Instructor you will teach Japanese courses for adults, youth, or children (depending on your proposal) online (remotely) either once or twice per week for a 6-week semester contingent upon student demand, funding, and your proposal. Each session should last for 110/120 minutes in length according to your course structure.

## Instructor Responsibilities:

Instructors are expected to teach Japanese listening, reading, writing, and conversational skills, as well as socio-cultural and geopolitical topics in an immersive environment.

- Instructors are responsible for developing course materials, lessons, curricula and syllabi:
  - Lifelong learning is an essential facet of our organization and so when reviewing quotes, preference will be given to those seeking to push the boundaries of standardized Japanese language learning practices and content.
    - *With this in mind, if you have an idea for a potential Japanese course, workshop, or special lecture series (i.e. Introduction to Ryukyuan Languages; Japanese for Christian Missionaries; Life After the Yakuza: The New Age of Japanese Organized Crime) feel free to discuss it in your proposal.*
- Instructors are responsible for providing all instructional materials including texts, class exercises, handouts, tests, and audio-visual media and resources.
- Instructors must be willing and able to adapt and tailor their teaching to an online platform and cater their lessons to their audiences in order to accommodate student and classroom needs.
- Instructors must maintain a high level of preparation in order to maximize active participation and student engagement in the learning process inside/outside of lessons.
- Evaluating the progress of students is important in order to measure progress, identify barriers to language learning and the timely recommendation of potential solutions and actions to help troubleshoot obstacles and overcome barriers. Instructors must monitor course evaluations and student progress in order to make adjustments and improvements to the curriculum.
  - Instructors must provide feedback to students on their progress and opportunities for improvement.

- At the end of the assignment, instructors must assess overall student learning/acquired language proficiency

### **Deliverables:**

As an instructor you are expected to approach your duties as a purveyor of foreign language training services with the objective of helping students reach desired course outcomes and outlined levels of performance as identified in the course syllabus/curriculum. By the end of the contract, you must produce the following deliverables:

- Developed course program for the duration of the assignment
- Records from conducted classes
- The successful delivery of up to 12 Japanese language/culture classes in the period between September 5th, 2022 – October 10th, 2022.
- An evaluation report with recommendations provided for course improvement.
- After the end of the assignment period, students, upon the completion of their training and according to their course training goals, should be able to communicate using appropriately worded, pronounced and grammatically correct dialogue in order to engage in social conversations with Japanese speakers.
- After the end of the assignment period, upon the completion of their training and according to their course training goals, students' reading comprehension should be the required level of proficiency.

### **Timeline:**

September 5th, 2022 – October 10th, 2022.

### **Minimum Qualifications:**

- Must be legally eligible to work in the United States
  - You will be required to provide proof of US Citizenship or valid authorization to work in the United States (US).
    - *Only US citizens, green card/work permit holders will be considered.*
- Functionally native oral and written fluency in Japanese/English.
  - Excellent written and spoken English skills are required
- Relevant tertiary qualifications

- *At minimum a Bachelor's degree attained in Japan or the US in fields related to the Japanese language/culture/history, equivalent, or a Bachelor's in Education.*
- *All qualifying experience, including volunteer experience will be taken into consideration.*
- A minimum of one year's worth of directly related work and Japanese language/culture teaching experience in a classroom/group setting
  - *Directly related work and teaching experience refers to formal classroom instruction of the Japanese language to non-native speakers and foreign language learners. Formal classroom instruction typically includes activities such as curriculum development, classroom preparation, course preparation and modification, assessments, tutoring, and counseling in a structured educational environment.*
- Experience with remote/online instruction.
- Familiarity with current pedagogical teaching practices and willingness to innovate new methods of teaching and learning
- Must be resourceful and capable of sourcing educational/learning/teaching materials and media that span from a wide array new media and traditional sources
- Strong professional communication and interpersonal skills and the ability to transfer knowledge to learners in a meaningful and interactive way

### **Preferred Qualifications:**

- A few years worth of direct Japanese language/culture teaching experience
- Master's degree with a major or minor in Foreign Language Education; Teaching English As a Second/Foreign Language (TESOL/TEFL); Japanese Studies; International Affairs/Relations; Linguistics, Language (English included); Japanese Literature; Education; Educational Psychology; Educational Technology; Translation & Interpretation, or other relevant Cross-Cultural Studies
  - A Master's degree other than those listed above and one year of directly related Japanese language teaching experience is also acceptable
  - A Bachelor's degree and two years of directly related Japanese language teaching experience is also acceptable.

### **Required Documents:**

In order for your proposal to be considered, you must complete and submit the following:

- Completed Language Instructor Questionnaire

- Click [here](#) or use the following QR Code to access the questionnaire:



- Resume, Curriculum Vitae, or list of clients over the past 5 years, demonstrating prior experience with relevant past performance information and three professional references. If submitting a client list, please be sure to provide dates of contracts, places of performance, value of contracts, contact names, telephone numbers.
  - Aside from helping us to evaluate the credibility of your proposal, Pact of Faith will use past performance information primarily to assess your capability to meet the solicitation performance requirements, and shine light on your relevant work experience and successful performance history.
    - If you have not performed comparable services in the United States; however, have recently become legally eligible to work in the USA, outline your relevant international experience.
- Supporting documents:
  - Cover Letter (optional)
  - Three professional references
    - *Be advised that, upon being granted your consent, we may reach out to your listed client list/references and ask them to comment on your past performance information and matters related to the following:*
      - *Quality of services provided under the contract;*
      - *Compliance with contract terms and conditions;*
      - *Flexibility and problem-solving capabilities when confronted with unexpected obstacles;*

- *Business integrity/business conduct.*
- A strategic plan for Language Instruction services which identifies types of equipment, supplies and materials (i.e. textbooks, access to Zoom, etc.) required for your performance of services under this contract and an outline of your proposed 6-week course.
- Payment Quote:
  - The contract will be awarded to the lowest priced, acceptable, responsible offeror.
    - Pact of Faith reserves the right to reject proposals that are unreasonably low or high in price.
      - Payment must be quoted in US Dollars (USD)

Direct any questions regarding this solicitation to [info@pactoffaith.org](mailto:info@pactoffaith.org) or by telephone by calling (407) 593-1782 during regular business hours.

## ADDITIONAL TERMS & CONDITIONS

1. Independent Contractor Status:
  - a. The Contractor affirms that they meet the requirements to be an Independent Contractor under all applicable laws.
  - b. The Contractor, and not Pact of Faith, will exercise sole control over the manner and means by which his or her Services are performed and/or product is delivered.
  - c. The Contractor is not an agent of Pact of Faith, and therefore is not authorized to transact business or make any commitments for Pact of Faith unless expressly authorized in writing by an officer of Pact of Faith. This Agreement does not create a partnership relationship.
  - d. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.
  - e. Reimbursements for the expenses approved in writing for reimbursement must be attributable directly to the Services performed under this Agreement. Contingent upon the approval of an authorized reimbursement, Pact of Faith agrees to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor and any receipt(s) or proof of purchase for said Expense(s).

- f. Any persons provided by the Contractor to perform services hereunder shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Contractor understands that it is their responsibility to pay, according to law, all applicable taxes. Pact of Faith will not be responsible for unanticipated expenses, unless an authorized representative of Pact of Faith approves the expenses in writing before the expenses are incurred.
  - g. Pact of Faith does not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of the Contractor or the employees, officers, or shareholders of Contractor. The Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Therefore, the Contractor recognizes and understands their responsibility to pay all required employment-related taxes and fees, payroll taxes, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by federal, state or local law.
  - h. Neither the Contractor, nor the Contractor's employees are eligible for, or entitled to participate in any of Pact of Faith's pension, health, or any other benefit plans. The Independent Contractor hereby waives and forgoes the right to receive any benefits given by Pact of Faith to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to Pact of Faith, and is effective for the entire duration of the Contractor's agreement with Pact of Faith. This waiver is effective independently of the Contractor's employment status as adjudged for taxation purposes or for any other purpose.
2. Records and Audit: The Contractor certifies that he/she meets the applicable audit requirements of Pact of Faith and maintains books and records as required by the Internal Revenue Service. Pact of Faith, or its authorized representatives, will, until seven (7) years after final payment under this Agreement, have access to any of the Contractor's records related to this Agreement for the purpose of conducting audits. If any unsubstantiated payment or overpayment is discovered as a result of any such audit, the Contractor agrees to repay Pact of Faith within thirty (30) calendar days of a request for repayment or, if the Services are not yet complete, the Contractor authorizes Pact of Faith to reduce any payments due by the amount of the unsubstantiated payment or overpayment. The period of access for records will continue after all disputes are settled.
3. Conflict of Interest:
- a. The Contractor will disclose any known or potential conflict of interest during the Term of the Agreement. This disclosure will be made in writing to Pact of Faith by completing the Conflicts of Interest form, prior to executing this agreement or initiating an activity which poses a potential conflict of interest or might give the appearance of a conflict of interest or when any subsequent conflict arises.
  - b. If, at any time, Pact of Faith determines that the Contractor is in violation of any representation under this Paragraph, Pact of Faith may immediately terminate this

Agreement upon written notice to Contractor, and the Pact of Faith will have no further obligation to the Contractor under this Agreement. Pact of Faith reserves the right to take any other lawful action against any contractor who has failed to fully disclose any conflict or potential conflict of interest.

4. Assignment: The Contractor may not assign, delegate, or subcontract the Services, either in whole or in part, without the prior written consent of Pact of Faith, which Pact of Faith may grant or withhold in its discretion.
5. Indemnification and Limitation on Liability:
  - a. The Contractor agrees to defend, indemnify, and hold harmless Pact of Faith and its affiliates, trustees, officers, agents and employees from any liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorneys fees and expenses of any kind or nature whatsoever (“Losses”) for any loss of life, personal, bodily or economic injury or damage or loss to property arising out of the negligent acts, errors or omissions of the Contractor, its officers, agents, employees and contractors; and from and against any orders, judgments or decrees which may be entered pursuant thereto arising from the Contractor’s performance under this Agreement. Pact of Faith reserves the right to retain funds, which would be due to the Contractor under this Agreement until all disputes are settled. This provision shall survive the termination of this Agreement.
  - b. No limitation on liability will apply to the Contractor's obligation to indemnify **Pact of Faith Inc., its affiliates, trustees, officers, agents and employees, volunteers, and representatives**, or to the Contractor's obligation to provide insurance, nor will it reduce the payment of proceeds from any insurance coverage that the Contractor is obligated to furnish under this Agreement. Pact of Faith shall not provide insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel.
  - c. There will be no limitation on liability for any violation of the Family Educational Rights and Privacy Act (“FERPA”) or The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
6. Confidentiality:
  - a. If the Contractor receives or has access to confidential or proprietary information of Pact of Faith, the Contractor will hold such information confidential and will not, disclose or use the information in any way other than to complete the Services. The Term “Confidential or Proprietary Information” means any nonpublic information concerning Pact of Faith or its officers, directors, employees, patrons, board members, volunteers, students, or its programs.
  - b. The Contractor’s confidentiality obligations include maintaining appropriate safeguards to avoid loss or damage and prevent unauthorized access to or disclosure of any Confidential or Proprietary Information.
  - c. Contractor agrees to comply with any applicable confidentiality provisions of FERPA and HIPAA, as applicable.



- d. Upon completion or Termination of this Agreement, Contractor will return or destroy all such Confidential or Proprietary Information as instructed by Pact of Faith, unless otherwise agreed in writing.

7. Rights in Data and Work Product:

- a. Work Product is all work created under this Agreement, including all information and material (in any form) relating to the Services (“Work Product”). Work Product will include but is not limited to data obtained, and customized work product conceived, developed or reduced to practice, together with all other information of a scientific, technical, or artistic nature. Pact of Faith will retain exclusive intellectual property rights in all Work Product. The term Work Product herein does not include work previously created or copyrighted by others and not created under this Agreement. The Contractor will make all work products available to Pact of Faith, no later than the time of completion of the Services, or the Termination of this Agreement, as provided below.
- b. Any works of authorship developed under this Agreement will be deemed works-made-for-hire under federal copyright law and all ownership rights will be the property of Pact of Faith. Should any works of authorship not constitute works-made-for-hire under federal copyright law, the Contractor hereby grants, transfers, assigns and conveys to Pact of Faith and its successors and assigns, the Contractor’s entire right, title, and interest in and to such works or any part thereof, including but not limited to the following rights: to reproduce; to prepare derivative works; to distribute by sale, license or other transfer; to perform publicly; to display; and to secure copyrights and renewals, reissues and extensions of any such copyrights in the United States of America or any foreign country.
- c. All intellectual property rights arising under this Agreement will be the property of Pact of Faith. Whether any intellectual property right(s) will be maintained or registered in the United States of America or any foreign country will be at the sole discretion of Pact of Faith. The Contractor agrees to cooperate fully with Pact of Faith in the preparation and execution of all documents necessary or incidental to the protection and preservation of the intellectual property rights granted to Pact of Faith.
- d. The Contractor will assure that the Services will not infringe on the intellectual property right of any third party. The Contractor shall indemnify Pact of Faith, its trustees, officers, directors, employees and agents for any liability and any related costs and reasonable attorney’s fees incurred due to any actual or alleged infringement.
- e. If the Contractor uses copyrighted materials or documents not owned by Pact of Faith (“Copyrighted Materials”) in the Contractor’s performance of the Agreement, the Contractor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. The Contractor will, at its expense, defend any suit brought against Pact of Faith and will indemnify Pact of Faith against an award of damages and costs made against Pact of Faith by a settlement or final judgment that is based on a claim that Pact of Faith’s use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement.

- f. The Contractor agrees that all Services will be conducted in a lawful and ethical manner. The Contractor will not distort or give false information or act in any other fraudulent or criminal manner in the gathering of information under the Agreement.
8. Choice of Law/Jurisdiction: This Agreement will be governed and interpreted in accordance with the laws of the State of Florida without regard to conflict of law principles. The location and jurisdiction for the resolution of any disputes arising under this Agreement will be in the State or Federal court located in Orange County, Florida.
9. Compliance with Applicable Law and Pact of Faith Inc. Rules: The Contractor will comply with all applicable laws, rules, regulations, orders, requirements, policies, and procedures in performing the Services, including the requirements of any funders.
10. Force Majeure and Measures to Prevent the Spread of Infectious Disease:
  - a. Neither Party will be liable for any delay or failure to perform its obligation under this Agreement if prevented from doing so by acts of God, acts of war, acts of civil disturbance or terrorism, governmental restraints, outbreaks of infectious disease (including quarantines and limitations on activities that result therefrom), utility or communications failures, or any other causes that the affected Party could not, with reasonable care, control or prevent. If such an event occurs, the affected Party will notify the other Party, and both will use their best efforts to resume their obligations under this Agreement. If the delay or failure continues for longer than thirty (30) days, the unaffected Party may terminate this Agreement upon not less than five (5) days written notice to the affected Party.
  - b. Pact of Faith Inc. agrees to abide by all governmental advice and orders for closure and the Contractor agrees to abide by all applicable governmental advice or orders for quarantine, self-quarantine, isolation or self-isolation designed to reduce the spread of epidemic disease. If this situation occurs and affects performance under this Agreement, the affected Party may invoke this Force Majeure Clause.
11. Survival: All terms of this Agreement which by their nature extend beyond their termination, remain in effect until fulfilled and apply to respective successors and assigns. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersedes all prior oral or written statements or agreements. This Agreement may only be amended by written amendments duly executed by the parties hereto.
12. Severability:
  - a. If any part of this Agreement is unenforceable, but would be enforceable if appropriately modified, then the provision will apply with the modification necessary to make it valid.
  - b. If any part of this Agreement is unenforceable and cannot be modified, the remaining portion of this Agreement will continue in a manner that is consistent with the intentions of the parties.

13. No Modification Unless in Writing: Except as specifically and expressly addressed in any amendment executed by the parties, the terms and conditions of this Agreement shall govern.
14. Use of Name: Neither Party to this Agreement will make use of the other's name, logo, symbol, image or that of any member of the other's staff for any purpose, including but not limited to publicity or advertising purposes without prior written approval of the other Party in each instance.
15. Termination and Return of Materials:
  - a. Pact of Faith may terminate this Agreement immediately in the event of a material breach by the Contractor.
  - b. Pact of Faith may terminate this Agreement without cause upon fourteen (14) days written notice to the Contractor, unless the parties mutually agree to a shorter notice period.
  - c. In the event of any termination, or, at any time, upon Pact of Faith's written request, the Contractor will:
    - i. Immediately return to Pact of Faith any of the organization's proprietary materials and information in the Contractor's possession or control, including without limitation all of Pact of Faith's Confidential Information and any deliverables under development; and
    - ii. At Pact of Faith's request, cooperate with Pact of Faith in the transition of the work performed under this Agreement by Pact of Faith or its designee.