

TUTORING SOLUTIONS BY DM TUTORING

STAFF TUTOR CONTRACT

1. Independent Contractor

Staff shall be regarded as an independent contractor providing services for DM Tutoring. As an independent contractor you are responsible for your tax withholdings to the state and the federal government. At the end of the calendar year DM Tutoring will provide you with a 1099 for tax return purposes.

2. Employee At-Will

Your service is on an at-will basis which means that your service has no specific duration and that either you or DM Tutoring may terminate your services at any time, with or without cause.

3. Duties

- (a) You will personally provide tutoring services to clients of DM Tutoring assigned to you.
- (b) You are not under any obligation to accept any assignment offered. 14 days notice must be received in writing if discontinuation with a student is requested.
- (c) You must perform your duties in a timely and professional manner and use your best efforts in performing the assignment.
- (d) DM Tutoring does not guarantee any minimum number or duration of assignments that may be offered to you.
- (e) All assignments will be immediately canceled upon termination of your services.

4. Hours

The hours you work (times of day/evening and number of hours) will depend on your availability and the needs of clients.

5. Terms of Payment

You shall be paid at the rate of _____ dollars (\$_____) per hour of tutoring.

6. No Reimbursement of Expenses

DM Tutoring shall not pay you for any expenses paid or incurred by you unless otherwise agreed in writing.

7. Equipment, Tools, Materials and Supplies

You shall supply, at your sole expense, all equipment, tools, materials, and/or supplies that you use to perform your duties. SAT/ACT and Study Skills clients will have materials provided to each contracted student.

8. No Authority

You shall have no authority to bind or make commitments on behalf of DM Tutoring for any purpose and shall not hold yourself out as having such authority.

9. Good Health

You represent that you are in good health and free from communicable diseases. If at any time, the state of your health could harm the health of DM Tutoring clients, you must report such a change immediately.

10. Background Representations and Verification

You represent that you have never been convicted of any crime and specifically that you have never been convicted of any sex-related or child abuse related offenses. You understand and agree that DM Tutoring may investigate your background, including your criminal background through a Live-Scan fingerprinting clearance at your own cost. References must be provided as well.

11. Providing Services Elsewhere

You are not restricted from providing tutoring services on behalf of other tutoring companies and/or offering tutoring and educational services to others so long as you do not offer services to clients you previously serviced through DM Tutoring.

12. Non-Solicitation Covenant/Liquidated Damages

You agree not to solicit, divert or attempt to divert, directly or indirectly, any business, business opportunity or client and/or student of DM Tutoring to yourself or any competitor of DM Tutoring during the term of your contract.

Staff Tutor

Print Name

Sign Name

Date: _____