

TEMPLATE *– note: update where highlighted in yellow and then delete this text heading and all yellow highlights – note: we encourage you to have all agreements reviewed by a professional to ensure they follow the laws & legislation of your jurisdiction*

**TUTOR AGREEMENT**

This Agreement dated the \_\_\_\_\_\_day of \_\_\_\_\_\_\_ \_\_, 2022 between [your corporate name] acting as School is Easy [Location](Here in after known as (“SIE LOCATION ]”) with an address of [your address]

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Tutor”) with an address of [Tutor’s address].

witnesseth as follows:

1. SIE LOCATION agrees to retain the Tutor to provide tutoring services to SIE LOCATION’s clients as required from time to time, and in accordance with the “Tutor Handbook” a copy of which is attached hereto and incorporated into this Agreement. Notwithstanding the foregoing, SIE LOCATION shall not be required to guarantee any minimum amount of work or number of clients to the Tutor, nor shall SIE LOCATION reimburse the Tutor for any expenses incurred by the tutor in the delivery of tutoring services to a client.

2. It is expressly acknowledged that the relationship created by this Agreement is intended to be that of independent contractor, and not one of employer-employee. The Tutor agrees to assume all responsibility for remittance of taxes in accordance with this independent contractor relationship.

3. Upon assignment of a client to the Tutor, and thereafter for as long as that client is assigned to the Tutor, Tutor agrees to:

a) instruct the client and follow all rules in accordance with SIE LOCATION’s “Tutor Handbook” and in an appropriate manner according to normal educational standards;

b) enter session logs into OPUS before the end of every session.

c) maintain appointments and schedules based on the availability of the client and the tutor. In the event that the Tutor is unable to keep an appointment with a client, the Tutor shall give 48 hours notice to SIE LOCATION. Emergencies are an exception. Tutor must contact client directly if cancelling less than 48 hours and follow up immediately by informing SIE LOCATION.

d) take all reasonable measures to safeguard the confidentiality of the client’s personal information, and any information SIE LOCATION may maintain with respect to a client assigned to the Tutor, to the same degree as the Tutor would exercise with respect to the Tutor’s own personal information;

e) provide School is Easy with bank information and routing number in order to receive payment from SIE LOCATION.

f) to pay $[X] per day per client late fee for non-compliance with the timeline for reporting sessions within 24 hours of the session.

g) inform SIE LOCATION if a previous student introduced to them through SIE LOCATION contacts them directly and wishes to commence tutoring again. If SIE LOCATION discovers that a Tutor has misinformed SIE LOCATION by stating that the tutoring never occurred when in fact the tutoring did occur the tutor will be fined $1,500 per client. This will be in effect during the course of this agreement and for two years following the termination of the agreement.

h) contact SIE LOCATION immediately when a SIE LOCATION client refers the tutor to another client. Referrals from SIE LOCATION clients must work through SIE LOCATION. If the tutor does not report this new referred client to SIE LOCATION and the tutor provides service to this referred client then the tutor will be fined $1,500 per client This will be in effect during the course of this agreement and for two years following the termination of this agreement.

i) Shall meet with the client’s classroom teacher if requested by SIE LOCATION admin. The Tutor will be paid on the same basis as instructional time.

4. The Tutor warrants to SIE LOCATION, and acknowledges that SIE LOCATION is relying upon said warranties, that:

a) the Tutor has not been convicted of any offense under the Criminal Code of <insert location> and expressly consents to the conduct of a criminal records search on the Tutor to verify same. A criminal record check must be updated every 2 years; If a tutor becomes convicted of any crime while registered and/or active with SIE LOCATION, the tutor must then inform SIE LOCATION immediately.

b) all claims of experience and qualifications provided by the Tutor to SIE LOCATION are true and accurate as of the date made.

5. SIE LOCATION warrants to the Tutor, and acknowledges that the Tutor is relying upon said warranties, that:

a) SIE LOCATION is a corporation duly incorporated under the laws of the [Province or State], [Country].

b) SIE LOCATION has the corporate power to carry on the business as contemplated by this Agreement;

6. The Tutor expressly indemnifies and agrees to hold harmless SIE LOCATION and Launchlife Inc, its officers, directors and assigns, with respect to any damages, costs or expenses incurred by SIE LOCATION as a result of a claim by any person against SIE LOCATION, its directors, officers or assigns, arising directly or indirectly from the delivery of tutoring services by the Tutor to a client of SIE LOCATION.

7. It is agreed that either party may terminate this Agreement upon thirty days written notice to the other, delivered to the address stated above.

a) SIE LOCATION may terminate this Agreement without notice in the event of the breach of any of the warranties provided by the Tutor in this Agreement. SIE LOCATION must clear all debts to the Tutor within 10 business days of termination of this Agreement.

8. The parties acknowledge that individual clients may request that a different Tutor be assigned to them. Upon reassignment of a client from the Tutor, Tutor's obligations under this agreement with respect to that client shall cease. The reassignment of a client from a Tutor shall not be considered a termination of this Agreement.

9. The parties acknowledge that the Tutor may have clients other than those referred to him/her by SIE LOCATION. The Tutor agrees that during the term of this Agreement and for a period of 2[SC2] years following its termination**,** the Tutor will not provide tutoring services to any current or former client introduced to the Tutor by SIE LOCATION, or any person introduced to the Tutor by a current or former client of SIE LOCATION. Any breach of this Agreement will cause damage to the other in an amount that is difficult to ascertain. To prevent any such breach or threatened breach, the non-breaching party shall be entitled to immediate relief through legal proceedings. Furthermore, the non-breaching party shall be entitled to all of its reasonable legal expenses in having to pursue this matter.

10. The Tutor agrees that for a period of [X] following termination of this agreement, the Tutor will not operate a tutoring referral agency within [Area].

11. This Agreement shall be interpreted in accordance with the laws of the [Province or State].

12. This Agreement shall inure to the benefit of the parties’ respective heirs, successors and assigns.

In witness whereof the parties have signed below:

**[Your Legal Corporate Name]**

[Your Name], Director

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tutor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_