

McElroy Tutors: please date and initial each page of this contract, fill in the blanks, sign the last page, then scan and email a copy to our office staff at staff@mcelroytutoring.com. You may also fax us the signed document at 866-584-8886.

Accuracy of Biographical Information: I, _____ warrant that all resumes, references, and other biographical information provided to McElroy Tutoring, Inc. (hereafter referred to as “McElroy” or “we”) are wholly accurate and complete, and understand that the inclusion of any false, incomplete, or misleading information in these documents is grounds for McElroy immediately ending this Agreement, without any liability on McElroy. I also allow McElroy to conduct a background investigation of me at any time and for any reason.

Legal Status: I understand that my legal working relationship to McElroy is that of an independent contractor, not an employee. This means that all payments made to me are gross payments (no taxes withheld), and that I am responsible for filing my own taxes at the end of the year. If I make over \$600 for the calendar year, then McElroy is required by law to send a 1099-MISC form to both myself and the Internal Revenue Service (IRS). As an independent contractor, I am free to set my own schedule and am not contractually prohibited from working for other tutoring organizations.

Rules and Policies: I understand that all McElroy tutors are required to have recently scored in the 95th percentile or above on any standardized test that they teach. However, I also understand that I am not required to teach the material in any specific manner. I am encouraged to create my own customized lesson plans for each student, using whatever learning materials (usually a mix of store-bought and self-created materials) that I have found to be most effective. I have read the [McElroy Tutor FAQ](#) and Tutoring Tips, am fully aware of all the McElroy [Rules and Policies](#), and have read the McElroy List of Recommended Test-Prep Materials.

Responding to Client Inquiries: As an independent contractor, I am not required to accept every McElroy client who wishes to work with me. I am required, however, to respond to all clients who contact me through the McElroyTutoring.com website, by both phone (primary) and email (secondary) whenever possible, and to CC (carbon copy) staff@mcelroytutoring.com on any emails that I send to clients, as well as send a [follow-up email](#) if the contact is made by phone. Even a simple “no thanks” or “I’m not available” email is a much better response than no response at all. If I am not available to promptly respond to clients due to vacation, illness etc., then I will contact the McElroy office at staff@mcelroytutoring.com or 1-866-584-8886 so that clients who contact me can be directed to another tutor. Tutors who are unresponsive to clients, or who fail to keep our office “in the loop” regarding their communication with clients, will be dropped from our roster.

“Poaching” Clients: McElroy Tutoring takes the issue of “poaching” clients (i.e, having a McElroy client pay you directly instead of paying through McElroy) very seriously. Tutors are not allowed to be paid directly by any McElroy client (defined as any person who finds you through your association with McElroy Tutoring, or a referral from another McElroy client),

and if a client does mistakenly pay you directly, then you must tell us immediately so that we may deduct the amount from your pay. **If we discover that you are poaching clients, or suspect that you may have been poaching clients based upon your “conversion rate” (the percentage of your McElroy contacts who become long-term, paying clients), then we reserve the right to immediately terminate your services and permanently drop your profile from our website.** If you feel that your profile has been dropped unjustly, then please send us an email with an explanation and we will reconsider your case.

In contrast to other tutoring organizations, we take an extremely small cut of what we charge for your services. Thus, in order to succeed as a business, we need to have tutors who are honest and do the right thing by continuing to bring business through the company who found them the client. We believe that our strong web presence, our online payment system, the services of the McElroy office staff, our [established reputation](#), and the prestige that McElroy adds to your resume are well worth the small cut of your tutoring fees that we do take.

Securing Payment from Students / Clients: I have read McElroy Tutoring’s [“Services and Policies”](#) page on their website, and I understand how client payment works. All payments from must be received in advance of the lesson, although it is not necessary for clients to pay for more than one lesson at a time. Because McElroy does not have physical offices in any location other than San Diego, we rely mostly on credit card payments (made either through our website, or over the phone with a member of our office staff). **Tutors are encouraged to have their clients pay online through their tutor profiles, rather than over the phone.** This way, payments can be made 24 hours a day, 7 days a week, rather than during office hours only, thus eliminating the games of “phone tag” that can ensue when we are busy helping other clients. Another advantage of having your clients pay this way is that when your client pays for hours with you through the [“View Rates and Packages”](#) part of your tutor profile (also known as your Booking page), you will be automatically emailed their purchase information from PayPal or Google Checkout. Otherwise, we must notify you manually, so there might be a delay of up to 24-48 hours before you can confirm that a payment has been made.

Payroll: Once you have been assigned your first student, we will share a Student Card with you that will allow you to see the amount of hours your client has purchased. **The student card is for viewing purposes only.** Any new purchases by the same client will be updated on that same Student Card. A Time Sheet, which is used to document the dates and durations your lessons, will also be shared with you. Payroll is every two weeks, and your hours must be entered into your Time Sheet by the Friday preceding the pay date. To receive payment, hours must be purchased in advance through the office.

Although it is not mandatory, tutors are strongly encouraged to sign up for direct deposit, as this creates less paperwork for our office staff, and you will be paid more quickly. (For more information on the payroll process, please watch our [Payroll Video](#).)

Copyrighted and/or Self-Created Materials: Any self-created materials that I utilize while under the employment of McElroy Tutoring are my own sole property. Any blog postings that I

write on the McElroy Tutoring website are my own sole property, and I am free to remove them from the McElroy website at any time.

Warranties: I agree that performing the work pursuant to this agreement does not violate any agreement or obligation between myself and a third party; and that my work will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and that the services I provide shall be performed in a professional manner, and shall be of a high grade, nature, and quality.

Duties: The following duties are required of me:

- To check my email on a regular basis, making sure to update my Timesheet (using Gmail and Google Documents) in a timely manner.
- To travel to/from the tutoring location, arriving on time and fully prepared for each lesson.
- To closely monitor student improvement and provide quality, ethical instruction to students.
- To stay in touch with students, clients and our Office Staff, making sure to return any phone or email messages promptly (if you contact a client by phone, then please follow-up via email).
- To CC staff@mcelroytutoring.com to all emails that I send to clients.
- To continually update my profile on Company website.

Payment: Compensation is between 22.50 and 150 dollars per hour (please see our [Tutor Pay Scale](#) for more detailed information). Starting hourly rates for tutors depend on several factors, including experience level, student score improvements and client satisfaction ratings. Most lessons are around 1.5 hours each. In certain instances (lessons that require more than 30 minutes of travel, for example), you may choose to bill the client for your one-way travel time, in addition to the lesson itself. You have the right to request a raise at any time, and the McElroy staff will review your performance at regular intervals during the term of this agreement to determine any necessary adjustment to compensation. McElroy reserves the right to deny you payment for faulty or incomplete work, under the terms of our [money-back guarantee](#).

Expenses: McElroy will reimburse tutors for any materials bought for the student's use. However, I will not be reimbursed by McElroy for any materials purchased for my own sole use. McElroy shall not be obligated to reimburse me for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance. However, Contractors are encouraged to keep close track of any businesses-related expenses (such as books, car mileage or gas costs) for tax write-off purposes.

Termination: McElroy may terminate the use of my services if my performance of official work duties is deemed to be ineffective, inappropriate or insufficient. I may also terminate working for McElroy for any reason, having supplied two weeks written notice.

Term: Unless renewed in writing by McElroy, and unless terminated earlier by McElroy (see previous paragraph), this Agreement expires at midnight on June 15th, 2016.

Modification: This Agreement may not be modified except by amendment reduced to writing and signed by both McElroy and myself. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless signed by the party to be charged. Any subsequent changes in my duties will not affect the validity or scope of this Agreement.

Disputes: In the event of a dispute of any kind arising out of or related to this Agreement, or the relationship between the parties, hereto, the parties agree that they will first attempt to resolve the dispute through the nonbinding mediation program of the American Arbitration Association. In the event the dispute is not resolved through mediation, then the parties agree that the dispute will be submitted to binding arbitration with the American Arbitration Association, utilizing the expedited arbitration rules. In no event shall either party bring suit in court arising out of any such dispute. The mediation and arbitration shall be held in San Diego, California unless otherwise mutually agreed. Each party to bear its own cost and attorney's fees in both the mediation and the arbitration. The decision of the arbitrator will be final and binding and enforceable if necessary in any court in San Diego County, California.

Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Additional Acknowledgements: Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

Further Documents: If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

Protections: I have the right to demand that tutoring sessions are held in public locations for my own comfort and/or security. I also have the right to terminate working with any client, for any reason and at any time.

Final Advice: Please remember that although we represent over 100 tutors across the country, we are still a small business at heart (we are managed by a modest 3-person office staff). For this reason, our favorite tutors are not just the ones that bring in the most business,

but also the ones who are the “lowest maintenance”--in other words, the tutors who we hear from the least! Through the McElroyTutoring website (www.mcelroytutoring.com), we have created a self-sufficient system where there is not much communication necessary between our staff and our tutors, other than CCing emails back and forth, and filling out one’s Time Sheet every 2 weeks. And with the time saved, our staff can make ourselves more available for our paying clients.

Thank you for reading this contract all the way through. We are happy to represent you!

This Agreement, consisting of _____ pages, including this page, is entered into this the ____ day of _____, 20____.

Company: McElroy Tutoring Inc.

[Signature of Company Representative]

Brian R. McElroy, CEO

[Typed or Printed Name of Company Representative]

Contractor:

[Signature of Contractor]

[Typed or Printed Name of Contractor]