



## Calgary Math & Physics Tutoring

This is a tutoring agreement between:

Calgary Math and Physics Tutoring Lmt., and

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

as an Independent Contractor herein referred to as “Tutor”

Enclosed you will find the Confidentiality Agreement. Please do not hesitate to contact Calgary Math & Physics Tutoring Ltd. at (403) 703-8658 or via Email at [macdonaldethan@hotmail.com](mailto:macdonaldethan@hotmail.com) with any questions regarding your paperwork.

### Terms

Calgary Math & Physics Tutoring Ltd. is hereafter referred to as “CMAPS.”

“Client” represents parent, student or any lead generated by CMAPS or its clients.

CMAPS expects the tutor from time to time to perform tutoring services needed or desired by CMAPS.

The tutor is not an employee of CMAPS and the tutor agrees that this is not a contract of employment nor service with him/her or any of his/her employees or agents. It is a contract for tutoring services and the tutor is an independent contractor and nothing in this Agreement shall be constructed in such a way as to create an employment relationship between CMAPS and the Tutor or any of the tutor’s agents or employees.

### Services

CMAPS engages the Tutor to provide tutoring in accordance with the terms and conditions of this Agreement.

Tutoring is defined as teaching one or more subjects, which are specified by the client, to the client and/or providing the client with assistance/guidance in such subjects.

The Tutor shall, during the term hereof and any extensions hereto, provide services to CMAPS. The Tutor is free to pursue other business interests during the term of this Agreement including providing services to competitors of CMAPS.

With the authorization of CMAPS, the Tutor may engage any of his agents or employees to provide services desired by CMAPS. Written authorization must be received by the Tutor.

### Responsibilities of Tutor

Tutor shall at all times provide the Services in a professional and competent manner.

Tutor shall contact and schedule sessions with the student, parent, and/or guardian.

Tutor's method of providing the services will be Tutor's own, including planning, scheduling and implementing strategies of study for the students assigned. Google calendar support is provided through the CMAPS website.

The Tutor is required to provide his/her own transportation and materials, including books and other resources required for tutoring purposes. CMAPS shall only provide administrative support.

The Tutor provides CMAPS with his/her educational background, work experience, background search and references.

The Tutor is responsible for recording billable hours on the designated time sheets and returning them at the end of each month.

### Compensation

The Tutor shall receive a reduced fee for the first three (3) months of contracting to CMAPS, as a probationary period.

The Tutor will be reimbursed for the expense of the required background search once the probationary period is complete.

At the end of the probationary period the Tutor will receive a fee based on a fee structure agreed from time to time between the parties for the amount of time billed for the Tutor.

The Tutor shall invoice CMAPS at the end of each month.

Tutor shall provide all materials, tools, equipment and/or resources of any nature that may be required to provide the tutoring services. If applicable, specific items will be provided to the Tutor, which must be returned to CMAPS upon termination or when required.

Any questions regarding billing must be directed to CMAPS.

The Tutor will not agree to any arrangements or schedule for personal reward without the authorization of CMAPS.

At no time will the Tutor bill, invoice or collect payment from the client for any sessions.

The Tutor will be responsible on its own for processing necessary deductions for income tax, EI, CPP or any other deductions for himself and his agents and employees. The Tutor is responsible that these payments are made to proper government authorities of Revenue Canada.

The Tutor is not entitled to any benefits, such as unemployment insurance, workers compensation, medical insurance, pension plans, or any other such benefits that would be offered to a regular employee.

## Confidentiality

CMAPS assigns clients to the Tutor.

The Tutor may not be involved in selling or soliciting any product to the client during the term of this agreement.

The Tutor agrees for a period of two (2) years from the date of termination of this agreement not to provide tutoring services or solicit any client or customer of CMAPS.

The Tutor will at no time discuss or reveal any “confidential” documents to the client or their representatives unless approved and signed in writing by CMAPS.

The Tutor will at no time disclose any communication between the Tutor and CMAPS.

Communication between any student, parent, teacher or counselor is confidential and will not be revealed to anyone except the student, parent and/or CMAPS.

## Miscellaneous

CMAPS shall not be liable for any acts or omissions of the Tutor, or any of their agents or employees. That is any liability resulting from personal injury, property damage or monetary loss arising out of or as a result of services rendered as an Independent Contractor.

Tutor shall not pledge the credit of CMAPS nor sign any document, enter into any agreement, or make any promise on behalf of CMAPS unless specifically authorized by CMAPS in writing to do so.

Tutor shall not assign or subcontract any obligations under this Agreement to any third party without prior written authorization of CMAPS.

Tutor may not engage the services of employees or independent contractors of its own to assist clients assigned by CMAPS to the Tutor without the authorization of CMAPS.

If the Tutor is discovered to have misrepresented their capabilities or has received more than two (2) client complaints in a one (1) month period, CMAPS retains the right to withhold payment pending a review.

This Agreement will be considered void if any modifications are made at or after the time of signing except where initialed by both parties.

This Agreement can be terminated at any time by both parties in writing and the said Agreement shall

cease fourteen (14) days after the date during which notice was given or on any later date which is mutually agreed to by both parties hereto.

If necessary, additions and/or alterations to this Agreement can be made by means of a written agreement between CMAPS and the Tutor which shall be supplemental and form part hereof.



## Calgary Math & Physics Tutoring

Calgary Math & Science Tutoring Ltd.

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M Ethan MacDonald

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Date

### ACKNOWLEDGEMENT OF “AGREEMENT AT-WILL” STATUS

I hereby acknowledge that I have received and read a copy of Calgary Math & Physics Tutoring Ltd. current Contract Agreement and I agree to abide by all agreements contained therein. I understand that my terms of engagement with Calgary Math & Physics Tutoring Ltd. are “at\$will” and shall continue only so long as it is mutually agreeable to me and Calgary Math & Science Tutoring Ltd.

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Tutor's Name

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Print Date

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Tutor's Signature