

## Contract Tutoring Agreement

This Contract Tutoring Agreement is made effective as of \_\_\_\_\_ by and between Learning4Today, LLC. of 7101 West 12<sup>th</sup> Street, Suite 400, Little Rock, AR 72204 and Tutor \_\_\_\_\_, residing at \_\_\_\_\_. In this Agreement, the party who is contracting to receive the services shall be referred to as “L4T”, and the party who is providing the services shall be referred to as “Tutor.”

1. DESCRIPTION OF SERVICES: Beginning on \_\_\_\_\_, tutor will provide the following services (collectively, the “Services”):
  - a. Tutor students under the precepts of the L4T One2One tutoring methodology.
  - b. Perform pre and post assessments of students to develop Individual Learning Plans
  - c. Maintain personal and student time and attendance reports as well as student progress reports.
  - d. Provide assessment and progress reports for parents and school according to prescribed schedule (bi-weekly)
  - e. Maintain the safety and confidentiality of students enrolled in tutoring program
  - f. Perform other general services and administration that will help operate and promote the business of L4T and safety of students as outlined in the attached Scope of Services.
  
2. PAYMENT FOR SERVICES. L4T will provide compensation to TUTOR of \$\_\_\_\_\_ per hour for services, payable once per month, at the conclusion of four (4) weeks of tutoring services for the designated amount of days per week, (unless otherwise specified) after the receipt of time sheets, attendance reports and progress reports. Tutor will receive an extra hour every two weeks (2 hours per month) for the completion of reports and planning. Tutors are compensated for all training and professional development time.
  
3. TERM/TERMINATION. This Agreement shall remain in effect for the period beginning \_\_\_\_\_ and shall expire on \_\_\_\_\_. TUTOR or L4T reserves the right to terminate this agreement for any reason with written notice. This Agreement can be terminated by L4T for cause with 7 days written notice. “Cause” shall mean and include:
  - a. Fraud against L4T (including failure to pass background check)
  - b. Gross negligence or willful misconduct by TUTOR in the performance of his/her Services which causes material harm to L4T.
  - c. Failure, abandonment or refusal to perform the Services under this Agreement.
  
4. RELATIONSHIP OF PARTIES. It is understood by the parties that TUTOR is an independent contractor with respect to L4T, and not an employee of L4T. L4T will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for TUTOR.

5. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information, (collectively the “Work Product”) developed in whole or in part by TUTOR in connection with the Services shall be the exclusive property of L4T. Upon request, TUTOR shall sign all documents necessary to confirm or perfect the exclusive ownership of L4T to the Work Product.
  
6. **CONFIDENTIALITY.** TUTOR will not at any time or in any manner, either directly or indirectly, use for personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to L4T. TUTOR will protect such information and treat it as strictly confidential (including all student information). This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement TUTOR will return to L4T all records, notes, documentation and other items that were used, created, or controlled by the tutor during the term of this Agreement.
  
7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
  
8. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
  
9. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Alabama.

**PARTY CONTRACTING SERVICES:**

Learning4Today, LLC.

By: \_\_\_\_\_  
Al Lockett, Executive Director

By: \_\_\_\_\_  
TUTOR FULL NAME

## **SCOPE OF SERVICES**

### **Statement of Work:**

The Tutor will:

- Meet with parents and district personnel to develop statements of specific achievement goals for the student who will receive services from the Provider through the Supplemental Educational Services program.
- Provide Supplemental Educational Services on a regular basis for the duration of the contractual period.
- Follow the Individual Learning Plan as developed with parents and district personnel. The Tutor will measure student progress using pre- and post-testing, which is consistent with state content standards and the objectives set in the Individual Learning Plan documents. An objective will not be considered “met” until at least a 80% mastery rate is demonstrated by the student. All objectives for a goal must be accomplished for the goal to be met.
- Provide services that are aligned with the student’s Individual Learning Plan and in the case of Special Population students, alignment will also be with the Individual Education Plan (IEP).
- Provide services that will allow the timetable written in the Individual Learning Plan to be met.
- Provide progress reports to parents and teachers/schools on a regular basis as stated in the provider’s contract. The parent’s copy of the report will be sent to the parents by the student or mailed. The school’s copy can be mailed or hand-delivered.
- The Provider will send one copy of the Progress Report and the student’s sign-in sheet as documentation to the district representative so that Provider contract payment can be made.
- Assure that all instruction and content are secular, neutral, and non-ideological.
- Assure student privacy and will not disclose to the public the identity of any student eligible for or receiving supplemental educational services without the written permission of the parent.
- Participate in all training and professional development provided by Learning4Today.