

Accu✓Tutor

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and dated effective as of the ____ day of _____, 2010 by and between Upper East Side Tutoring, LLC. d/b/a AccuTutor (“AccuTutor”) and _____ (“Name”), the undersigned, adult, individual (“Employee”).

WHEREAS, AccuTutor provides instruction, educational services, or tutoring services (“Tutoring”) to students of all ages (“Students”) as individuals or as members of families or other groups working with AccuTutor (“Clients”) through qualified employees; and AccuTutor wishes to employ Employee on a part-time, as-needed basis to provide Tutoring to clients, and Employee wishes to render Tutoring services subject to the terms and conditions of this Agreement; AccuTutor and Employee wish to set forth their mutual understanding of the provisions, terms, and conditions governing their respective rights and obligations as an employee and an employer.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein below contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by AccuTutor and the Employee, intending to be legally bound hereby, covenant and agree as follows:

1. Employment AccuTutor hereby employs the Employee, and the Employee hereby accepts such employment on an at will basis to, so long as qualified, provide Tutoring to AccuTutor’s Clients for and on behalf of AccuTutor.

2. Term The Employee’s term of employment hereunder shall commence as of the effective date first set forth above, and shall continue thereafter until terminated. Employment with AccuTutor shall not commence until all of the prerequisites stated below are met by the Employee to the satisfaction of AccuTutor in its sole and absolute discretion.

3. Termination This Agreement shall be deemed an at will Employment Agreement, and Employee’s employment may be terminated by AccuTutor for any reason or no reason at all, without advance notice. Upon termination of this Agreement by AccuTutor, AccuTutor’s obligation to pay compensation hereunder to or for the benefit of the Employee shall cease immediately, except that AccuTutor shall be obligated to pay compensation accruing to the Employee as of the date of such termination.

4. Employee Prerequisites to Employment Prior to employment with AccuTutor, Employee shall provide resume, information on his or her educational background, work experience, and references. Employee shall provide to AccuTutor information necessary to conduct AccuTutor’s selected criminal background check in advance of commencing employment with AccuTutor, and prior to assignment of AccuTutor Clients. The satisfaction of these requisites and their appropriateness for employment shall be in the sole and absolute discretion of AccuTutor. Employee expressly agrees that AccuTutor may provide prospective Clients with information about the Employee, including, but not limited to, the Employee’s resume, work experience, and educational background.

AccuTutor

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5. Compensation AccuTutor shall pay Employee a per hour rate of salary for services rendered pursuant to this Agreement. The hourly rate will be offered to the Employee prior to engaging in any Tutoring work with any AccuTutor Clients. Hourly rates will be confirmed in writing by AccuTutor. All compensation paid to Employee shall be subject to any and all applicable federal, state, and other governmentally required payroll withholdings and deductions. Under no circumstances will Employee accept payment from any Client of AccuTutor on his or her own behalf or on behalf of AccuTutor for any Tutoring (or any other payment), unless specifically authorized by AccuTutor office personnel, in writing.

6. Expenses Employee shall be responsible for any and all travel or other discretionary related expenses necessary to provide Tutoring. Employee can, however, apply for expense reimbursement for items such as books or other educational materials needed by Clients. Any requests for a reimbursable expense must be made prior to incurring the reimbursement for approval by AccuTutor in its sole and absolute discretion, and no reimbursement shall be paid unless this prior approval is obtained. Employee, as a part-time employee, is not eligible to participate in any of AccuTutor's benefit programs, including any and all retirement plans or insurances. Part-time employment status under this Agreement does not entitle Employee to any special consideration regarding potential permanent or full-time employment with AccuTutor.

7. Duties The Employee shall devote sufficient time, attention and energy as reasonably necessary for him or her to perform the duties of Tutoring under this Agreement. Employee's non-exhaustive duties and obligations include the following: (a) Employee is required to contact a new Client as soon as possible following the acceptance of an assignment by AccuTutor; (b) Employee shall plan and implement the appropriate course of study for the assigned Student or Students, based on the Student's or Students' subject(s) and needs, including a written plan detailing the methods and/or lesson plans for use in the Tutoring; (c) Employee shall dress in an appropriate manner during the Tutoring sessions, and shall be on time for any and all arranged Tutoring schedules. Employee shall also act in an appropriate manner; (d) Employee shall make every effort to accommodate Client(s) in scheduling Tutoring sessions; (e) Employee agrees to maintain and submit a timesheet to AccuTutor each month for each Student or class Tutoring session, and a summary of the Tutoring services provided for each Client. Each timesheet entry must include the date of the Tutoring, the location of the Tutoring, the attendees, in addition to the description of the Tutoring activities. Employee timesheets, provided by AccuTutor, will be processed through AccuTutor's payroll twice each month (typically the sixth (6th) and the twenty-second (22nd) of each month). All payroll and salary shall be paid in the month subsequent to the month in which the services were provided. No compensation will be paid nor will timesheets and payroll be processed for any Employee whose timesheets do not match the requisites herein, or which are missing or absent information. On each timesheet, the Employee will attest that they have provided the Tutoring in accord with the AccuTutor Tutoring Policies, a copy of which is attached hereto.

8. Confidential Information Employee will come into close contact with confidential information of AccuTutor and its Clients not readily available to the public. Employee agrees to keep in the strictest confidence all confidential information of AccuTutor including, without limitation, the terms and conditions of all engagements to provide Tutoring services, or information about any AccuTutor Clients (including, but not limited to, their names, ages, addresses, or other personal information or information regarding Students' education or educational needs), and shall not disclose or divulge any other confidential information which AccuTutor may impart upon the Employee to anyone else at any time during the term of this Agreement, and thereafter Confidential information shall not include information that is or becomes generally known by the public, other than through violations of this provision by the Employee.

9. Non-Competition As consideration for this Agreement and all of the rights and privileges afforded by this Agreement, and so long as this Agreement remains in effect for one (1) year

after termination of this Agreement, Employee agrees and warrants for good and valuable consideration, that Employee shall not, either directly or through another employer or contractor, provide Tutoring for any Client or Student of AccuTutor introduced to the Tutor, or made aware of as a result of employment with AccuTutor, voluntarily or for a fee. "Client" shall include all children of a family and other members of its household, or all members of a group working with AccuTutor. Employee agrees that any violation of this provision shall constitute immediate and irreparable harm for which money damages cannot fully compensate, and shall entitle AccuTutor to injunctive relief (special or preliminary), without the requirement of posting bond, to cease the violative conduct, and restrain Employee from further violation. Employee agrees to indemnify and hold harmless AccuTutor for any damages, loss, cost or liability (including legal fees and the cost of enforcing this provision) arising out of or resulting from a violation of this provision, in addition to any other rights, remedies, and damages AccuTutor may have as a matter of law.

10. AccuTutor Policies Employee agrees strictly to abide by all of AccuTutor's policies that may be in place from time to time during Employee's employment ("Policies"). A copy of the AccuTutor Policies is attached to this Agreement. AccuTutor shall provide Employee with any changes to its policies as those changes occur. Any violation of or non-conformity with AccuTutor's Policies shall result in the immediate termination of this Agreement without notice.

11. General Provisions This writing contains the complete and full agreement and understanding of the Parties with respect to the subject matter set forth herein or necessarily implied hereby and no promises, covenants, agreements or representations other than those expressly herein set forth have been made or relied upon by either party. This Agreement may not be assigned by the Employee without AccuTutor's prior written consent. The language in all parts of this Agreement must be construed, in all cases, according to its fair meaning and not for or against any Party. In the event that any provision set forth herein or any part thereof is held to be invalid or unenforceable by any court of competent jurisdiction, or otherwise to conflict with applicable law, such provision or part thereof shall be deemed deleted herefrom and this Agreement shall be construed to give effect to the remaining provisions and parts thereof. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right of such Party to enforce the same at a later time. No waiver by either Party of a breach of any provision shall be deemed to be, or construed as, a waiver of the breach of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first herein above written.

Employee Name (Print)

Employee Signature

Date (mm/dd/yyyy): ____/____/____

AccuTutor

By: _____