**seriously Florida Center for Mathematical Coaching and Consulting**

**Business Summary**

Mathematics courses have very low retention and success rates. Providing tutor and training services is considered a best practice in mathematics education. Students enrolled in math courses need frequent feedback and support. Given the nature of mathematical concept development, students/clients need “just-in-time” interventions to ensure that they develop understanding of content prior to the introduction of new course material. Tutoring consists of face-to-face or a blended format that involves a combination of individual and web-based services.

Math tutoring and training at the Florida Center for Mathematical Coaching and Consulting is a Florida-based company that offers tutoring services for a wide variety of subjects. The company is currently a sole proprietorship; however the business plans to change its organizational form to a Florida-based LLC.

The Center was founded by Dr. Stephen Atkins who has taught high school, community college, and university level courses in a variety of quantitative fields for over thirty years. Dr. Atkins has multiple years in training, curriculum development, and providing professional development for a variety of college and high school faculty and administrators. During the past two decades he established Teaching and Learning Centers in Florida and North Carolina colleges that specialize in providing students outstanding academic support. His efforts have received international recognition for excellence in critical thinking through the Foundation of Critical Thinking.

Although the Center has informally existed for over two decades in North Carolina; operations were not structured as a full-time business and was administered as a part-time endeavor. He is now ready to concentrate on developing this business into a more efficient source of revenue. The first step of this transformation is the writing of a business plan. This plan is being used as an internal document to assist in the development of the Florida Center for Mathematical Coaching and Consulting

The Center operates with very low overhead, therefore he will not be seeking capital for operations.

**The Market**

Florida Center for Mathematical Coaching and Consulting has identified several target market segments that will be pursued. The largest segment are the students enrolled in mathematics courses in Southwest Florida and primarily will serve the Port Charlotte, Punta Gorda, North Port, Cape Coral, and North Ft. Myers areas. Stephen has close relationships with many of the professors of math programs in local colleges and universities, allowing him to tailor the tutoring to the specific course material as well as receive referrals from said professors. Within this market segment there will be four subgroups: 1) high school or middle school students, 2) students enrolled in college or university math or other quantitative related courses , 3) students enrolled in research processes including dissertations and master thesis, 4) clients from business and industry with specialized quantitative needs related to Quality Management processes- lean six sigma, project management professional certification exam, statistical process control or related statistical processes, and quantitative aspects of ISO management system standards.

**The Services**

The Florida Center for Mathematical Coaching and Consulting offers a wide range of academic subjects. Group or private tutoring sessions will be offered. Private sessions offer intense individual assistance, but groups sessions can also be beneficial with decreased economic costs and the use of team-based approach that the business program encourages. Workshops for business and industry are also provided for management practices that involve statistical processes. The Florida Center for Mathematical Coaching and Consulting uses a framework designed by the Center and based on a metacognitive model for critical thinking. The Critical Thinking Analysis Framework (CTAF)© provides a unique problem solving approach taught to students for approaching all topics that they encounter. This system seeks to provide the student/client with a way in which they can better solve his/her own queries. This system differs from most tutors who are primarily concerned with answering immediate questions without providing basic problem solving skills for analyzing any mathematical application.

Florida Center for Mathematical Coaching and Consulting provides tutoring services in quantitative courses in the Southwest Florida area. Tutoring is available in courses including: algebra, pre-calculus, statistics, finance and business mathematics, calculus, and physics. Tutoring services are also available to students from other programs including undergraduate classes and community college courses. Tutoring sessions focus on helping students grasp the concepts they will need to know to perform well in and outside of the classroom, as well as developing study strategies to effectively prepare for exams in their class. A long-term focus of empowering students is favored over a short-term problem-solving strategy.  
  
**General Objectives for the First Year**

The Florida Center for Mathematical Coaching and Consulting will be led by Dr. Stephen Atkins. Dr. Atkins brings a wealth of academic excellence as well as a proven record of teaching, tutoring, and providing professional development to high school and college faculty, and implementing and managing a number of academic success programs. Stephen first began tutoring at Elon University. It was this experience that provided him with the insight that he enjoyed and excelled at tutoring. During his second year in the mathematics program, the school hired him to be a tutor for the first year students. This provided him with incredible interest into how student’s learn mathematics. Later, he pursued a Master’s and doctorate degree focusing on best practices from the research literature in mathematics teaching and learning education.

The Tutoring Service is a home-based tutoring business that offers a wide range of tutoring services. Due to Stephen’s expertise, professor networking connections, demand for math tutoring and low overhead, the Florida Centre for Teaching and Learning will realize good revenue and profits.

**Objectives**

* Generate ten informal contracts/referrals with math and business school professors.
* Generate a minimum of ten contracts from marketing strategies.
* Provide at least eight site visits for quality management projects
* Increase revenue steadily from Year 1 through Year 3.
* Achieve full hourly capacity by 1st quarter, Year 2.

Private tutoring sessions are available, as well as small group study sessions. Students are encouraged to come prepared with questions and items to discuss. Students are also encouraged to ask the tutor questions throughout the week in between sessions. Questions are submitted and answered via email. While this takes up time for Dr. Atkins and it is not directly billed out unless the time spent per student exceeds one hour a week, typically, web-based approach is a value added service for all clients and seldom are clients billed for additional services.

Tutoring employs a metacognitive model for critical thinking. The Critical Thinking Analysis Framework (CTAF)© provides a unique problem solving approach taught to students for approaching all topics that they encounter in school as real-world statistical problem solving for business and industry. This system seeks to provide the client with a method in which he/she can better solve their queries within a problem solving context. This system differs from most tutors who are primarily concerned with answering the students immediate questions and not concerned with providing the students with basic problem solving skills for analyzing any mathematical application. CATF, a problem solving method that students can apply to a wide range of subjects and provides the students with the necessary tools to solve the problem at hand, but also empowers them with a systematic approach to solving future issues. This unique approach does not just address the current question the student has, but provides a problem solving method for all conceivable difficulties. CATF enables students to approach any problem in a systematic manner and self-assess their own thinking as they focus on problem solving. It is quite effective at lowering anxiety when faced with new subjects because students or other clients have a method of approach that can use to assist to gain confidence and mathematical competence.

**Rates are:**

Individual tutoring, $30/hour

Two people at $25 each/hour

Three people at $20 each/hour

Four people at $15 each/hour

Five people at $10 each/hour

Many international students are sponsored by organizations that assist the students in the economic and social costs/issues of studying in a foreign country. Many of these agencies have money set aside for tutoring and the Service will work closely to develop a business relationship with the various organizations.

**Special Classes for Quality Management**

Business, Government agencies, and industry may request seminars or workshops on statistical approaches for management such as critical thinking, root cause analysis, statistical process control, lean six sigma, ISO Management system standards, and project management. Rates for special workshops are $500.00 per day plus travel and related expenses.

**Profit Expectation:**

Year 1:

Anticipated Revenue:

Atkins services personal work load:

20 students/week @ $30.00 hr. = $600/week

Based on 40 weeks/year equates to $24,000 annual revenue.

Staff (additional tutors) workload:

20 students/week

$24,000\*\*

\*\*The Centre retains 20% of staff earnings equating to $4800/yr.

Other Revenue:

It is anticipated that the Centre will provide a minimal of eight management related workshops per year for an additional $6000.00.

Total revenue year 1: $50,000.00

**Cost:**

Start-up contingency capital: $10,000

(start up)

website development: $2,000

Marketing materials and advertisements: $1,500.00

LLC and related legal costs: $200.00

Total cost year one: $3,700

First year profit: $50,000 – $3,700 = $46,300

\*anticipated that summer sessions, holidays, and spring break will minimize demand

# INDEPENDENT TUTOR AGREEMENT

This is a legal agreement ("Agreement") between you, the Independent Tutor ("Tutor"), and WyzAnt, Inc. ("WyzAnt"). The parties expressly agree to transact and enter into this Agreement by electronic means within the meaning of the Uniform Electronic Transactions Act ("UETA").

**1. Tutor Status.** Neither this Agreement, the Terms of Use, nor use of the Site creates an independent contractor, employee/employer, partnership, joint venture, or franchiser-franchisee relationship between Tutor and WyzAnt. It is the parties' intention that the Tutor will be an Independent Tutor and not WyzAnt's employee for all purposes, including, without limitation, the application of the Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state income tax law, or any local income tax law, any state workers' compensation laws, and any state unemployment insurance law.

**2. Description of Work.** The Tutor will be responsible for providing tutoring instruction ("Sessions"). The Tutor will retain absolute discretion as to the manner and means of carrying out Tutor’s tutoring services. Tutor shall determine Tutor’s own cancellation policy.

**3. Non-exclusivity.** Tutor and WyzAnt acknowledge that this Agreement is nonexclusive and the Tutor is free to engage in and simultaneously perform any employment or other services during the pendency of this Agreement. Nothing herein precludes Tutor from advertising or providing Tutor’s services to the general public.

**4. Hours.** Tutor shall set Tutor’s own hours and schedule Tutor’s own Sessions. Tutor shall generally render services as needed to perform Tutor’s duties hereunder as set forth in the Description of Work.

**5. Commission.** Tutor determines and adjusts Tutor’s own hourly Session rate. Tutor shall receive that rate less a percentage paid to WyzAnt for its services. The percentage is based on the total number of Session hours Tutor has tutored to students that have hired Tutor through WyzAnt (“WyzAnt student”) as set forth in the [Tutor Payment Policies](http://www.wyzant.com/sitehelp/paymentpolicies.aspx) .

Tutor shall be paid through the WyzAnt payment processing system for any services rendered to WyzAnt students. Under no circumstances is Tutor to attempt to seek or receive compensation directly from WyzAnt students. Prior to commencing Sessions or meeting with WyzAnt students for any purpose, Tutor must verify with WyzAnt that the student has submitted appropriate billing information. WyzAnt is not responsible for payments for Sessions given before a student has appropriate billing information on file. For student billing purposes, Tutor will report the length of each session completed through the Tutor's administrative page on WyzAnt's website (http://www.wyzant.com). If requested by the student and for their use, the Tutor will enter a summary of service performed. Subject to the review by the student of the session times submitted, Tutor shall be paid in accordance with WyzAnt's [Tutor Payment Policies](http://www.wyzant.com/sitehelp/paymentpolicies.aspx).

**6. Payment System.** Tutor agrees to abide by WyzAnt’s [Tutor Payment Policies](http://www.wyzant.com/sitehelp/paymentpolicies.aspx). Tutor also agrees not to subvert the payment system or to divert funds ordinarily payable to Tutor through WyzAnt.

**7. Expenses.** Tutor is solely responsible for all costs and expenses related to the services provided hereunder including, but not limited to, expenses associated with preparing for and administering Sessions, educational materials and transportation. WyzAnt will not be liable to Tutor for any expenses incurred in the rendition of services.

**8. Supplies.** Tutor will provide Tutor’s own supplies and equipment required to complete the tasks for which he was retained.

**9. Taxes.** Tutor is responsible for all federal, state, and/or local tax purposes. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld by WyzAnt on behalf of Tutor. Tutor understands that it is Tutor’s responsibility to pay any applicable taxes.

**10. Benefits.** Tutor acknowledges that Tutor is engaged in an independent business and is not eligible to participate in any pension, health, or other fringe benefits plan of WyzAnt.

**11. Insurance.** No Workers' Compensation Insurance shall be obtained by WyzAnt for Tutor. Tutor understands that it is Tutor’s responsibility to comply with the Workers' Compensation Law.

**12. Confidentiality.** Tutor acknowledges that, during the performance of services, Tutor will have access to information relating to student's identity, address, contact information, and other personal information or requests for services ("Confidential Information"). Tutor agrees that Tutor owes a duty to WyzAnt and such third parties, during the term of this Agreement and thereafter, to hold all such Confidential Information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the services consistent with this Agreement.

**13. Tutor Documents.** Tutor acknowledges that a copy of all documents created or received by Tutor in connection with the administration of services performed hereunder ("Tutor Documents") may be retained by WyzAnt and used for its administrative purposes. For purposes of this Agreement, Tutor Documents does not include materials solely associated with the teaching of Sessions including Session plans, notes, outlines, tests and homework and WyzAnt acknowledges these materials belong to the Tutor.

**14. Indemnity And Hold Harmless Clause.** Tutor agrees to indemnify and hold harmless WyzAnt, its subsidiaries, affiliates, and their directors, officers, employees and agents, from and against any and all losses, expenses, costs, liabilities and damages (including any legal fee and expenses), any and all injuries, whether direct, consequential or incidental in nature, which result from, are connected with or arise out of the performance by Tutor of work performed in relation to this Agreement, including any act by Tutor inconsistent with Tutor's status as an Independent Tutor.

Tutor understands that WyzAnt offers a marketplace for those seeking tutoring services to connect with those seeking to provide tutoring services. Accordingly, WyzAnt makes no representations to Tutor about the suitability, character or background of any WyzAnt user, nor does WyzAnt perform any type of background check of users. It is Tutor's sole duty to exercise Tutor’s own judgment, protocols and/or standards when considering whether to engage in tutoring services with each student or client. Tutor understands and agrees that it is tutor’s responsibility to conduct any and all background and reference checks regarding other WyzAnt users. Tutor is never obligated by WyzAnt to pursue any tutoring opportunity.

**15. Site Content.** Tutor acknowledges that all site content submitted by Tutor will be the property of WyzAnt and may be distributed by WyzAnt at the company's sole discretion. Such content includes, but is not limited to, articles, lessons, worksheets, quizzes, tutorials, files, testimonials, reviews, video submissions, and blog entries ("Site Content").

**16. Term.** This Agreement and the respective duties of the parties hereunder shall continue until terminated by either party in accordance with this Agreement.

**17. Assignment.** Tutor may not assign or transfer this Agreement without the prior written consent of WyzAnt.

**18. Termination of Relationship.** Either party may terminate this Agreement for any reason at any time.

**19. Amendment.** This Agreement may only be amended or modified by a writing which makes express reference to this Agreement as the subject of such amendment and which is signed by Tutor and, on behalf of WyzAnt, by its duly authorized officer. The parties agree that any amendment or modification hereunder may be transacted by electronic means within the meaning of the UETA provided that that any such amendments or modifications otherwise comply with the requirements in this paragraph.

**20. Severability.** If any term, provision, covenant or condition of this Agreement or part thereof, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition shall remain in full force and effect, and any such invalid, unenforceable or void term, provision, covenant or condition shall be deemed, without further action on the part of the parties hereto, modified, amended and limited to the extent necessary to render the same and the remainder of this Agreement valid, enforceable and lawful.

**21. Incorporation of Terms of Use.** WyzAnt [Terms of Use](http://www.wyzant.com/TermsOfUse.aspx) are hereby incorporated into this Agreement.

**22. Terms of Arrangement.** WyzAnt accepts a tutor as user for an indefinite period, subject to the provisions of this Agreement. Tutors have been removed from the website in the past for a material breach of this agreement and for a failure to follow WyzAnt's administrative procedures.

**23. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws, without regard to choice of law rules, of the State of Illinois.

**24. Arbitration.** Any dispute between the parties related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association and the rules promulgated by that body and before a single arbitrator chosen by WyzAnt. The arbitration shall be conducted in Chicago, Illinois, and judgment of the arbitration award may be entered into any court having jurisdiction thereof. WyzAnt may seek any interim or preliminary relief from a court of competent jurisdiction in Chicago, Illinois, necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

**25. Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto in respect to the subject matter hereof and supersedes, cancels and annuls any prior or contemporaneous written or oral agreements, understandings, commitments, and practices between them respecting the subject matter hereof, including all prior agreements, if any, between WyzAnt and Tutor, which agreement(s) hereby are terminated and shall be of no further force or effect.

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| --- | --- |
| Name: George Atkins |  |
| Dated: 9/24/2013 |  |
| Contractor | |

|  |  |
| --- | --- |
| Name: Andrew Geant |  |
| Dated: 9/24/2013 |  |
| Andrew N. Geant President, WyzAnt, Inc | |

|  |  |
| --- | --- |
|  | I voluntarily agree to be bound by all terms |

# Tutor Payment Policies

By registering as a tutor with WyzAnt ("the website," "website," "WyzAnt.com"), you (“tutor”) agree that the following terms and conditions will govern all payments made to you by students through the WyzAnt system.

## Conditions for guaranteeing receipt of payment for student lessons

WyzAnt is a marketplace for those seeking tutoring services to connect with those seeking to provide tutoring services. WyzAnt also provides a pass-through payment processing service to its users, meaning that payments distributed to tutors originate from their students. WyzAnt offers tutors a layer of protection in the collection of their funds but, if any of the following conditions are not met and WyzAnt becomes unable to collect your payment from the parent, student, or other type of account-holder (collectively, "student") to whom you gave a lesson, WyzAnt cannot guarantee that your payment will be successfully collected, processed and distributed to you:

a) The information pertaining to the lesson is accurate. This includes the start and end time, duration, subject and student account name. Unless otherwise agreed to by the tutor and student, the start and end time will be considered to be the times of the actual tutoring lesson, not arrival and departure times to and from the tutoring location.

b) Prior to each lesson being given, the student has on file with WyzAnt a valid form of payment. This includes a valid credit/debit card or PayPal account, or a positive balance of prepaid tutoring credit. The tutor can view the status of the student's payment information through the tutor's WyzAnt account. The requirement to verify payment information must be followed for continuing students as well as new students.

c) The lesson is delivered in-person at a mutually agreed upon location or through WyzAnt's online tutoring platform. If the lesson is delivered remotely through another medium, such as via the internet, email, telephone or Skype, or in the instance when the tutor does proofreading or other asynchronous, non-tutoring work with the student, the tutor must obtain written confirmation from the student to the tutor's WyzAnt email address that acknowledges the nature of the work to be done and the expectations of the time and cost required to complete the work.

d) The tutor's services are instructive and constitute learning, not cheating. More specifically, the tutor is not to complete assignments, write papers, take quizzes or otherwise do work on the student's behalf. Further, the services that the tutor offers must not violate the academic honesty policy or other conduct policies of the student's school, university, academic institution or workplace.

e) The tutor enters the lesson into the WyzAnt system or assesses a cancellation fee within seven (7) days of the lesson occurring. Payment for lessons entered outside of this window cannot be distributed until the lessons are approved by the student. Lessons cannot be submitted more than thirty-one (31) days after the date of the lesson.

f) Prior to a lesson being given, the tutor has received a WyzAnt subject approval for the specific subject area of the lesson.

g) The tutor does not collect or request payment directly from the student by cash, check or otherwise, for the lesson.

h) For cancellation fees assessed to a student, the cancellation penalty is both consistent with the cancellation policy publicly displayed on the tutor's profile and is explained to the student prior to the occurrence of the cancellation.

i) The tutor is over 18 years old and is eligible to work in the United States.

## Timing and delivery of payments

If all the *Conditions for guaranteeing receipt of payment for student lessons* are met, tutors can expect to receive their funds according to the following schedule. If there are questions about any of the conditions, payments may be delayed while WyzAnt attempts to resolve the questions.

a) By default, a tutor is paid by check mailed to the mailing address on file. (The mailing address is entered into the system by the tutor during the signup process and can be amended at any time thereafter by the tutor.) Checks are mailed via USPS on the 1st and 15th of each month or the following business day in case of weekends and bank holidays. In order for a lesson payment to be included in a particular pay period, that lesson must be entered 5 days prior to the payment date.

b) For a tutor who elects to sign up for Direct Deposit and enters accurate bank account and routing numbers, funds will be released to the tutor's bank according to the same schedule as in part a). The time between when the funds are released by WyzAnt and made available to the tutor by the tutor's bank will vary and is controlled by the tutor's bank, not by WyzAnt. If a tutor's direct deposit is returned to WyzAnt by the tutor's bank, WyzAnt will request that the tutor correct the tutor’s bank information. The returned payment amount will be resent within five (5) days after the bank information is corrected.

c) For a tutor who is eligible and elects to sign up for Express Direct Deposit, the funds will be released to the tutor's bank account five (5) days after the lesson submission. If the fifth day is a Saturday, Sunday, or Bank Holiday, the payment will be released the next business day.

## Social Security number requirement

a) Prior to payments made in an amount of greater than $50, cumulatively, tutors must submit to WyzAnt a valid Social Security Number ("SSN"). Such payments will be withheld by WyzAnt until the SSN is received, and the payments will be released with the next scheduled payment. (Although the burden to report 1099 income and meet other state-level reporting requirement is technically on the student who is hiring and retaining you, WyzAnt offers students this filing service as a benefit of using the WyzAnt system. To complete these filings, WyzAnt needs to have a valid SSN.)

b) Tutors may use an Employer Identification Number ("EIN") issued by the Internal Revenue Service in place of a SSN for payment reporting purposes only. To use an EIN, a tutor must complete, sign and submit to WyzAnt an IRS Form W-9.

## Calculation of tutor payment amounts

a) Tutors set their own hourly rate and may change it at any time. Changing the default hourly rate will affect students who email a tutor after the time the change is made. Students who have been in contact with a tutor within three months prior to the time the rate change is made will be continue to be subject to the hourly rate that was listed on the tutor's profile at the time they first contacted the tutor; in order to change the rate for one of these students, the student must acknowledge the rate change via a rate change request email. (See Billing and Payment Procedures in the [Tutor FAQ](http://www.wyzant.com/SiteHelp/Tutor.aspx) section for more information.)

b) All tutors agree to the following commission structure. WyzAnt's commission varies inversely with the number of hours accumulated through WyzAnt.

|  |  |
| --- | --- |
| Hours Worked | WyzAnt % |
| 0 - 20 | 40 |
| 21 - 50 | 35 |
| 51 - 200 | 30 |
| 201 - 400 | 25 |
| 400 + | 20 |

c) Non-tutoring charges should be incorporated into the hourly rate. Travel, parking, prep time or other expenses that you wish to defray to the customer must first be agreed to by the student. The mechanism to assess these charges is to adjust your hourly rate. Under no circumstances should the tutor receive payments directly from the student.

on WyzAnt's website (http://www.wyzant.com). If requested by the student and for their use, the Tutor will enter a summary of service performed. Subject to the review by the student of the session times submitted, Tutor shall be paid in accordance with WyzAnt's [Tutor Payment Policies](http://www.wyzant.com/sitehelp/paymentpolicies.aspx).

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**9. Taxes.** Tutor is responsible for all federal, state, and/or local tax purposes. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld by WyzAnt on behalf of Tutor. Tutor understands that it is Tutor’s responsibility to pay any applicable taxes.

**10. Benefits.** Tutor acknowledges that Tutor is engaged in an independent business and is not eligible to participate in any pension, health, or other fringe benefits plan of WyzAnt.

**11. Insurance.** No Workers' Compensation Insurance shall be obtained by WyzAnt for Tutor. Tutor understands that it is Tutor’s responsibility to comply with the Workers' Compensation Law.

**12. Confidentiality.** Tutor acknowledges that, during the performance of services, Tutor will have access to information relating to student's identity, address, contact information, and other personal information or requests for services ("Confidential Information"). Tutor agrees that Tutor owes a duty to WyzAnt and such third parties, during the term of this Agreement and thereafter, to hold all such Confidential Information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the services consistent with this Agreement.

**13. Tutor Documents.** Tutor acknowledges that a copy of all documents created or received by Tutor in connection with the administration of services performed hereunder ("Tutor Documents") may be retained by WyzAnt and used for its administrative purposes. For purposes of this Agreement, Tutor Documents does not include materials solely associated with the teaching of Sessions including Session plans, notes, outlines, tests and homework and WyzAnt acknowledges these materials belong to the Tutor.

**14. Indemnity And Hold Harmless Clause.** Tutor agrees to indemnify and hold harmless WyzAnt, its subsidiaries, affiliates, and their directors, officers, employees and agents, from and against any and all losses, expenses, costs, liabilities and damages (including any legal fee and expenses), any and all injuries, whether direct, consequential or incidental in nature, which result from, are connected with or arise out of the performance by Tutor of work performed in relation to this Agreement, including any act by Tutor inconsistent with Tutor's status as an Independent Tutor.

Tutor understands that WyzAnt offers a marketplace for those seeking tutoring services to connect with those seeking to provide tutoring services. Accordingly, WyzAnt makes no representations to Tutor about the suitability, character or background of any WyzAnt user, nor does WyzAnt perform any type of background check of users. It is Tutor's sole duty to exercise Tutor’s own judgment, protocols and/or standards when considering whether to engage in tutoring services with each student or client. Tutor understands and agrees that it is tutor’s responsibility to conduct any and all background and reference checks regarding other WyzAnt users. Tutor is never obligated by WyzAnt to pursue any tutoring opportunity.

**15. Site Content.** Tutor acknowledges that all site content submitted by Tutor will be the property of WyzAnt and may be distributed by WyzAnt at the company's sole discretion. Such content includes, but is not limited to, articles, lessons, worksheets, quizzes, tutorials, files, testimonials, reviews, video submissions, and blog entries ("Site Content").

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**18. Termination of Relationship.** Either party may terminate this Agreement for any reason at any time.

**19. Amendment.** This Agreement may only be amended or modified by a writing which makes express reference to this Agreement as the subject of such amendment and which is signed by Tutor and, on behalf of WyzAnt, by its duly authorized officer. The parties agree that any amendment or modification hereunder may be transacted by electronic means within the meaning of the UETA provided that that any such amendments or modifications otherwise comply with the requirements in this paragraph.

**20. Severability.** If any term, provision, covenant or condition of this Agreement or part thereof, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition shall remain in full force and effect, and any such invalid, unenforceable or void term, provision, covenant or condition shall be deemed, without further action on the part of the parties hereto, modified, amended and limited to the extent necessary to render the same and the remainder of this Agreement valid, enforceable and lawful.

**21. Incorporation of Terms of Use.** WyzAnt [Terms of Use](http://www.wyzant.com/TermsOfUse.aspx) are hereby incorporated into this Agreement.

**22. Terms of Arrangement.** WyzAnt accepts a tutor as user for an indefinite period, subject to the provisions of this Agreement. Tutors have been removed from the website in the past for a material breach of this agreement and for a failure to follow WyzAnt's administrative procedures.

**23. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws, without regard to choice of law rules, of the State of Illinois.

**24. Arbitration.** Any dispute between the parties related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association and the rules promulgated by that body and before a single arbitrator chosen by WyzAnt. The arbitration shall be conducted in Chicago, Illinois, and judgment of the arbitration award may be entered into any court having jurisdiction thereof. WyzAnt may seek any interim or preliminary relief from a court of competent jurisdiction in Chicago, Illinois, necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

**25. Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto in respect to the subject matter hereof and supersedes, cancels and annuls any prior or contemporaneous written or oral agreements, understandings, commitments, and practices between them respecting the subject matter hereof, including all prior agreements, if any, between WyzAnt and Tutor, which agreement(s) hereby are terminated and shall be of no further force or effect.

|  |  |
| --- | --- |
| Name: George Atkins |  |
| Dated: 9/24/2013 |  |
| Contractor | |