**Statement of Main Terms and Conditions of Employment**

**Tuitonic Teaching Staff Employer**

Tuitonic Incorporation incorporated and registered in India with company number 9678996652, incorporated February, 2018, whose registered office is at Tezpur University, Tezpur, Assam.

Employee: [NAME & ADDRESS]

Date employment began: [DATE]

This date signifies the date when you’ve been employed as a teacher at Tuitonic Incorporation and all payments will be calculated with respect to this date.

Job title: [TEACHING STAFF]

Tuitonic applies the terms and conditions for all the teachers who become the members of the website. This is to extend an understanding how we deal with the management of our users and the use of this platform for their relevant purpose. The members will be referred as you and Tuitonic.com will be referred as we in the remaining documents. The individuals reserve all the rights not to join the services in case of disagreement with the terms and conditions; however after joining; the members will be bound to abide the terms and conditions. This document does not imply any legal responsibilities or rights for the members; this is not a contract however using the services will be considered as the showing agreement to all the terms and conditions.

**General Terms**

These terms and conditions apply for appropriate usage of the website s service provider for all the teachers enrolled with us. The service will make sure to:

1. Create linkages, resulting into contractual arrangement among students and tutors for tutoring lessons through the Site
2. Use of Site in any other manner, related to the same purpose
3. Acknowledge agreement with these Terms.
4. If you do not agree to these Terms, do not use the Site.

Anything against the terms and conditions of the website will be taken as a conflict and will be decided according to the discretion of site management. By agreeing the terms and conditions of the website, you agree to the following points.

**Registration process**

* The tutors will become a registered member as a tutor at the website and fill in the basic information form to request entry to the database and after verification of the account.
* However, they will ONLY be able to be hired as a tutor after submitting their academic profile information.
* After the authentication process ONLY, the platform can be used to be hired for services.

**Services**

* The Site offers a linkage opportunity for those seeking tuition services to connect with those who are looking for these kinds of services.
* As independent service providers hired by Students, Tutors have all the rights to control the methods, materials and all aspects of the lessons; however quality assessment will be the liability of the site.
* In order to hire an appropriate tutor, the students have been provided chances to check the credentials and feedback from the previous clients; here referred as students.
* The site will facilitate all necessary facilitation regarding selection of the best possible tutors from the site database.

**Fully managed system**

* The tutors in India can avail this system of employment; the site will engage them as a regular or part time team member on a pay roll and will be directly being paid through the website management and have a fully managed stream of the students.
* Tutors falling on quality criteria can join and provide tuition services to the students available within the same location.
* Both virtual and non-virtual services can be offered in this system.

**Partially managed system**

* Tutors may be engaged in providing the services throughout India; without any geographical restriction.
* The site will be responsible to pay the tutors after receiving the same from the students.
* The website will deduct one time website fee from the payment made for the first time by each student, and are then independent to provide the services as long as it is required.
* However, to maintain the quality of education, the service will keep an eye on the feedbacks from the students; tutors having negative feedback from 3 students will be removed from the network.

**Payment System**

* The tutors will be directed to upload payment method, and required details in order to receive payments into their account.
* The account or payment method will be verified through prescribed procedure; which may take around 5 working days.
* The tutors will receive their payments in an internal account managed by the website; the amount will be liable to be shifted to the attached payment method on the withdrawal request made by the tutor.
* The website will deduct one time website fee from the payment made for the first time by each student, and are then independent to provide the services as long as it is required.
* The tutors will receive 10% of the first payment made by the referred student; under tell a friend programme, or 10% from the first payment of the referred tutor.

**Tutors selection criteria**

* To become a part of active database, the tutors are liable to pass through some filters for quality assurance.
* They will fill in the basic information form to join the network of tutors; their credentials will be checked by the team.
* They will be asked to submit their certification documents for verification process.
* The documents will be verified from the authorities of their academic institute.
* They will be assessed through a written test within the specified time limit.
* They will be given a spoken English test to assess the quality and clarity of the accent.
* Final approval will be shared on successful completion of the procedures to those who fall on the above criteria.
* Unsuccessful candidates will be excluded from the site database.
* Users failing to follow the authentication process will be removed from our database.
* On the request of a student a relevant tutor will be linked with him, followed by a half an hour test class to be organized under the supervision of the subject specialists’ team.
* The student is liable to share his feedback on the completion of the test class, according to the set indicators.
* If the student is satisfied, the tutor can continue with the tuition and the student may proceed with the payment system.
* If the student is not satisfied he will be linked with the other option.
* The students will be linked with as many options as are required to find out a satisfactory option; until the student is happy with the tutor.
* The tutors will be rated on the 5 star rating systems.
* It will be mandatory for the students to rate the quality of services provided by the tutors.
* Tutors will be categorized according to the aggregate rating provided by the students.

**Honest service delivery**

* By this document, you agree to the facilitation mechanism managed by the site, the purpose of the site is to facilitate you in your honest search for the tutors to improve your academic performance.
* The site **DOES NOT ALLOW IN ANY CIRCUMSTANCES** any facilitation of cheating or dishonest activities by both the parties; the students or the tutors.
* This means that the student cannot request the services of the tutors to undertake any assignment on behalf of the student such as completing the term papers etc. and the same for the tutors; not to facilitate in this manner.
* Violation of this term will instantly result into termination of the members and for tutors; forfeiting the dues as a penalty.

**Duties**

Your duties shall be as indicated by your job title, job description and the relevant national standards. In addition:

* You may be required to carry out any other duties within your capacity which Tuitonic may reasonably require.
* You shall comply with all reasonable rules and instructions given to you by Tuitonic.
* You shall, during working hours, devote the whole of your time and attention exclusively to the interests of the business and throughout the period of your employment shall take all reasonable steps to preserve and protect the property, goodwill and reputation of Tuitonic and shall do nothing to damage Tuitonic.
* During the period of your employment, you shall not, except with prior written consent of a director of Tuitonic, work for, be employed by or have any interest in any other organisation.
* The teacher must be willing to sign a one-year agreement with the tuitonic at least so that the student has no difficulty completing his or her annual syllabus.

**Location**

* Your employment will be based at Tuitonic but you may be required to work at any other premises occupied by the students which is within a reasonable commutable distance from your current workplace for temporary periods as directed by Tuitonic.
* You will be provided reasonable notice of the change depending on the circumstances.

5. Confidentiality:

5.1 Both during the period of your employment and thereafter, you shall not disclose to any person or make use of for your own benefit or for the benefit of any other person, any trade secret or confidential information of Tuitonic unless you have obtained the written consent of Tuitonic or such use or disclosure is required for the proper performance of your duties.

5.2 The teacher should agree to keep the details of the student confidential like phone number, email address, home address, etc.

6. Hours of work

6.1 Your hours of work shall be in accordance with the Tuitonic’s Terms and Conditions Document as amended from time to time. In addition you shall work such reasonable additional hours as are necessary to effectively fulfil your professional duties.

6.2 In addition, the number of minutes a teacher must be available for work will be the proportion of 1200 minutes/month which corresponds to the proportion of the remuneration they are entitled to.

6.3 Dates and timings will be decided by mutual consent of the faculty as well as the student(s).

6.4 Each class must be of minimum 100 minutes duration. Any class lesser than this duration will not be considered as a class. However, the teacher can adjust the classes accordingly to complete the mark of 1200 minutes.

* 1. First 3 classes will be considered for trial/demo classes.
  2. The teacher should provide minimum 12 classes to consider a full month’s payment.
  3. A minimum attendance of 85% is mandatory for the teacher, failure of which may lead to strict actions.
  4. The teacher should inform the student at least an hour before if the teacher wants to cancel a prescheduled class due to various unforeseeable circumstances.

7. Remuneration:

7.1 Your salary will be determined in accordance with the provisions of Tuitonic’s Terms and Conditions Document. You will be paid Rs.[] per month which is point [x] on the [scale], payable monthly in arrears by credit transfer or any other arrangement acceptable to Tuitonic. [In addition, you will be paid the following allowances ]

7.2 Tuitonic may deduct from the salary, or any other sums owed to you, any money owed by you to Tuitonic.

7.3 Your salary will be reviewed monthly according to the provisions in the Tuitonic Teachers’ Pay and Conditions Document as amended from time to time.

8. Holidays:

8.1 In line with the Working Time provisions of Tuitonic’s Terms and Conditions, your holidays will coincide with periods of public holidays. You will be notified by the executives at Tuitonic and holiday dates and of non-contact days in advance of the beginning of each month.

8.2 You will be paid full salary during these closure periods, unless you are receiving less than full salary arising from the application of the sick pay, or are on unpaid leave of absence.

1. Public Holidays:

You will be entitled to all statutory and public holidays and to be paid for such days. Payment for these days is included in your monthly salary. If you are in receipt of less than full salary on these days no further payment will be made. If you are required to work on a public holiday, you will be entitled to an additional day's holiday at some other time, subject to the prior approval of your manager.

10. Sickness or Injury:

10.1 Your entitlement during any absence due to sickness or injury is in accordance with the Conditions of Service for School Teachers in England and Wales (the Burgundy Book).

10.2 If you are absent from work by reason of sickness or injury, you must notify your line manager as soon as possible on the first day of your absence and keep the Employer regularly informed of the situation and the likely duration of the absence until you return. You must also provide any further information which the Employer may request in relation to any absence.

10.3 You should comply with any rules laid down in any sickness procedure.

10.4 If the absence continues for less than eight days (including weekends) you must complete a self-certification form when you return. If the absence lasts for eight days or more, you must obtain medical certificates to cover the whole period of your absence.

10.5 Provided you comply with the above requirements and the requirements of the sickness policy and procedure, you will be paid in accordance with The Conditions of Service for School Teachers in England & Wales (The Burgundy Book) as amended from time to time, currently [ f u l For the purpose of the sick pay scheme, “service” includes all aggregated teaching service with one or more local education authorities. Thereafter you will statutory sick pay (if entitled to it) in accordance with the Social Security Contributions and Benefits Act 1992. For the purposes of statutory sick pay, qualifying days are Monday to Friday.

10.6 The Employer reserves the right to withhold sick pay in the following circumstances:

• You have not followed the correct absence notification procedure;

• You have an illness or injury which has been self inflicted;

• You have an illness or injury which results from your misconduct at work;

• You have an illness or injury which has been caused by outside employment.

• You are absent due to sickness or injury during disciplinary procedures against you.

The Employer has the right to require you to attend for a medical examination by any doctor nominated by the Employer and you will co-operate with any such requirement.

You will also consent to your medical practitioner supplying a medical report.

10.8 If you are awarded damages in respect of any illness or injury caused by a third party, then any payments over and above statutory sick pay made by the Employer to you in respect of any period of absence caused by such illness or injury shall be treated as a loan repayable on demand.

11. Termination of employment:

If any faculty wishes to resign from Tuitonic, he/she must notify the authority at least one months prior to the date from which the resignation would take effect.

11.1 Either party may terminate your employment by notice in writing of 1 months, expiring on 31 December, 30 April or 31 August in any year.

11.2 The periods of notice provided for above may be waived by agreement in writing between you and Tuitonic, subject to compliance by Tuitonic with statutory minimum notice requirements.

11.3 Tuitonic reserves the right, at its sole discretion, to pay you in lieu of any period of notice.

11.4 Tuitonic may at its discretion at any time including during any period of notice given by either party amend your duties and/or suspend you from the performance of your duties and/or exclude you from any premises of the Tuitonic and/or the Tuitonic’s clients' premises and/or require you to work from home. During such time Tuitonic reserves the right for you to remain employed and to receive your salary and benefits.

11.5 You shall throughout any such period of suspension, exclusion and/or Tuitonic requirement(s) continue to be an employee of Tuitonic and must comply with your obligations under your contract of employment.

11.6 Tuitonic reserves the right to terminate your employment without notice in circumstances of gross misconduct, examples of which may be found in, but are not limited to, those set out [in the Employee Handbook/the Disciplinary Procedure].

12. Grievance and disciplinary procedures:

12.1 If possible, grievances and matters of a disciplinary nature will be dealt with informally but formal procedures are available if an informal procedure is not considered appropriate or has not resolved the problem. Even the formal procedure will be approached and operated flexibly as the main objective will be to resolve the problem.

12.2 If you have a grievance relating to your employment, you should raise it in accordance with the Grievance Procedure set out in the Employee Handbook.

12.3 All grievances will be treated as strictly confidential and will not be disclosed to others in the company unless you wish it.

12.4 Disciplinary rules are set out in [the Employee Handbook/the Disciplinary Procedure], a copy of which has been provided to you.

* 1. The cost of travelling of the teacher is may not be paid by the student.
  2. A teacher must not complete on behalf of the student any coursework, assignments, homework, projects, etc.

13. Right to hold Personal Data

As part of your conditions of employment, you give Tuitonic permission to collect, retain and process information about you, such as age, sex, ethnic origin and health records. This information will be used by Tuitonic for a number of purposes, including but not limited to monitoring Tuitonic’ s compliance with the law and best practice in terms of equal opportunity and non-discrimination. Should your personal circumstances change, you must notify Tuitonic immediately.

14. Additional terms and conditions

In addition to the terms and conditions in this document the terms and conditions of the following will also apply during the course of your employment;

• Tuitonic’ s T&C Document as amended from time to time;

• Any local collective agreement relevant to your employment reached between the trade unions recognised by Tuitonic.

15. Protection of children

15.1 The teacher is not permitted to harass the student verbally or physically, if any complaint is received against the teacher against such convictions the teacher will be disqualified to take classes anymore.

15.2 You are required to inform us immediately if you are the subject of a police investigation or receive any conviction or caution.

15.3 In case the student in less than 18 years of age the teacher should ensure that the tuition class is conducted in the presence of the parents of the student if the class is scheduled at the student’s home.

To enroll as a teacher, the individual must be at least 18 years of age.

15.4 Acts of indiscipline will not be tolerated.

15.5 The student may request for a change of teacher providing adequate reasons, at the event of which the teacher shall abide by the decision taken by the authority in this regard.

15.6 Tuitonic will not be responsible for any claim regarding any damage/loss during the teaching learning process.

1. Terms of employment:

These terms supersede all previous terms of employment, agreements, arrangements and understandings, whether formal or informal.

Edited by

Moin Almin

11/6/2019 22:44 PM