



POLICIES AND PROCEDURES

1. Company Profile

- a. Plus Plus Tutoring is a sole proprietorship based in North Carolina.
- b. Plus Plus Tutoring is a private K-12 in-home tutoring service.
- c. Anton Mikhailovich Lebedev is the sole proprietor of Plus Plus Tutoring and the director of Plus Plus Tutoring.
- d. The director may hire regional directors, and managers as 1099 independent contractors and employees.
- e. The director may hire managers, other employees and independent contractors for the benefit of Plus Plus Tutoring.
- f. All tutors are hired as 1099 Independent Contractors.

2. Services Provided

- a. Plus Plus Tutoring offers K-12 subject tutoring services.
- b. Plus Plus Tutoring offers K-12 test preparation services.
- c. Plus Plus Tutoring offers study skills and organization skills training.
- d. Upon an authorized manager's discretion, Plus Plus Tutoring may provide tutoring services to certain undergraduate students.

3. Regional Directors

- a. Regional directors may be hired by the director at his or her discretion.
- b. Absent a contractual agreement between the director and regional director, the director may suspend or terminate the regional director without cause.
- c. The regional director and director are required to set up a contract limiting the regional director's hiring, suspension, termination, advertising, and other rights.
- d. The regional director regulates all tutors and clients within a contractually agreed upon geographical area.
- e. Unless otherwise agreed upon, the regional director assumes all losses and does not have a right to borrow money from director.
- f. The regional director is required to pay the director a percentage of profits generated in the region.

4. Company Address

- a. The company's mailing address is Plus Plus Tutoring PO Box 16442 Chapel Hill, NC 27516
- b. No correspondence mailed to a different address will be accepted.
- c. The company does not have any brick and mortar locations.

5. Company Website

- a. The company website is <http://www.plusplustutoring.com>
- b. The company blog is <http://www.plusplustutoring.com/blog/>

6. Conflict of Rules, Policies, and Regulations

- a. The policies are binding rules at Plus Plus Tutoring.
- b. If there is a conflict between the policies and contents of Plus Plus Tutoring, the rules prevail.
- c. If there is information on the website that is not included in the rules, the information shall become a rule under the circumstances if it is not an evident, obvious, or glaring mistake.
- d. If there is information in an e-mail sent by a director, regional director, or manager that is not included in the rules, the information shall become a rule under the circumstances if it is not an evident, obvious, or glaring mistake.
- e. If there is information in the guide for tutors that is not included in the rules, the information shall become a rule under the circumstances if it is not an evident, obvious, or glaring mistake.
- f. Information provided about Plus Plus Tutoring outside of direct communication with Plus Plus Tutoring management or the Plus Plus Tutoring website is not binding.

7. Duties of Tutors

- a. Tutors are required to comply with the policies, standards, and regulations of Plus Plus Tutoring.
- b. Tutors are required to perform their duties diligently, intelligently, faithfully, and to the best of one's ability and in the interest of Plus Plus Tutoring.

8. Tutor Hiring Process

- a. Each prospective employee is required to fill out a job application, whether written or online.
- b. A prospective employee may request that Plus Plus Tutoring mail him a written application.
- c. Upon completion of the job application, Plus Plus Tutoring will ask the tutor to read the guide for tutors and tutoring agreement.
- d. Upon request, a guide for tutors or tutoring agreement will be mailed to the job applicant.

9. Other Hiring, Suspension, and Termination Processes

- a. Providing the contractual agreement between the director and regional director do not prohibit, the regional director of Plus Plus Tutoring may hire, suspend, or terminate an employee or contractor as a manager at his or her discretion.
- b. The director may suspend or terminate the regional director's contractors or employees unless:
 - i. There is an agreement between the director and regional director prohibiting such action.
 - ii. There is a properly authorized agreement between the regional director and the employee or contractor forbidding such action.

10. Job Application

- a. All job applicants are required to fill out a job application.
- b. The job application may be filled out online or may be mailed.
- c. Each job applicant has a duty of disclosure, candor, and good faith when filling out the job application.
- d. Each job application has to be signed digitally or physically unless the applicant is in a jurisdiction which doesn't recognize electronic signatures. In such case, the applicant has to mail a signed application to Plus Plus Tutoring.
- e. Violation of 3(c) may result in a denial of the job application, and if the job application was already accepted, in a suspension or permanent termination.
- f. Violation of 3(c) may result in a tort claim for deceit, fraud, or misrepresentation.

11. Online Tutoring Agreement

- a. Each tutor has to agree that he has read the policies and agrees with them.
- b. He or she will have to agree that he has read the guide for tutors.
- c. He or she will have to agree that he understands that he will be employed as an independent contractor.
- d. He or she will have to agree that he or she is has the capacity to form a contractual relationship.
 - i. He or she may not be intoxicated at the time of signing.
 - ii. He or she must be of the age of majority in the state where he is signing.
 - iii. He or she must not mentally ill, insane, or temporarily insane at the time of signing.
- e. He or she has to provide a copy of an identifiable photograph from within one year ago.
- f. A tutoring agreement must be signed electronically.
- g. A tutor may not sign an electronic tutoring agreement if either:
 - i. His jurisdiction of residence or domicile forbids electronic signatures.
 - ii. The jurisdiction in which the tutor will tutor any student forbids electronic signatures.

12. Contractual Agreement

- a. Any tutor may sign, notarize, and mail a written contract in lieu of an online tutoring agreement.
- b. If the jurisdiction of the tutor's residence or domicile forbids electronic signatures or the jurisdiction of the tutoring location forbids electronic signature, the tutor must

13. Criteria for Selecting Tutors

- a. A tutor must have a mastery of the subject area and skills he or she will be tutoring.
- b. He or she is required to have outstanding interpersonal communication skills.
- c. He or she is required to have stable transportation.
 - i. Stable transportation includes but is not limited to bus, taxi, trolley, boat, car, truck, van, subway, and bicycle.
 - ii. Walking is stable transportation if the tutor resides near the client and has no walking abnormalities.
- d. A client may request a male or female tutor. However, such request is only advisory.
- e. Plus Plus Tutoring will consider how functionally the tutor and the student interact.

- f. No tutor will be hired without first completing an Online Tutoring Agreement or written Contractual Agreement.

14. Wages

- a. Plus Plus Tutoring pays a different wage to each tutor per student or group.
- b. The company will inform the tutor of the wage before tutoring sessions commence.

15. Rejection of Clients and Resignation of Tutor

- a. The tutor may reject a client without cause if he or she hasn't commenced tutoring sessions yet.
- b. If the tutor commenced sessions with a student, he or she must provide a sufficient cause or reasonable notice before terminating a session.
- c. A tutor may resign without cause if he or she is not tutoring any students.

16. Location of Tutoring Sessions

- a. Tutoring sessions may take place at the student's residence upon the informed consent of the property owner or leaseholder.
- b. Tutoring sessions may take place at a neutral location, approved by Plus Plus Tutoring, with the consent of the authorized administrator of the premises.

17. Disqualification

- a. No tutor who has been convicted of a crime against a child may be assigned to tutor a child under the age of majority of his jurisdiction or the jurisdiction where tutoring sessions take place.
- b. No tutor who has been convicted of sexual battery, sexual assault, rape, or any other sexual offense or crime may tutor a student unless the student is of the age of majority and gives informed consent.
- c. No tutor who has been convicted of a violent crime may tutor a student unless the student is of the age of majority and gives informed consent.
- d. No tutor convicted of a crime of larceny, embezzlement, theft, or another property crime may tutor inside a private dwelling or residence without the informed consent of the owner.
- e. No tutor convicted of a crime of larceny, embezzlement, theft, or another property crime may tutor at a neutral location without the informed consent of the authorized administrator of the premises.
- f. Plus Plus Tutoring reserves the right to deny any application, or suspend or terminate any tutor for any past criminal offense.
- g. (5)(a)-(f) do not apply if the tutor's criminal record has been legally expunged or pardoned.
- h. Plus Plus Tutoring may suspend or terminate any tutor upon evidence of mental illness or substance abuse that is likely to negatively impact his or her performance.
- i. Plus Plus Tutoring may suspend or terminate any tutor upon evidence that the tutor presents a threat or danger to a client.
- j. Plus Plus Tutoring may suspend or terminate any tutor upon finding that the tutor is not competently performing his or her job duties.

- k. Plus Plus Tutoring will not hire tutors that cannot legally be employed as independent contractors in the United States.
- l. The following factors may not be used to disqualify a tutor:
 - i. Age above the age of majority;
 - ii. Race;
 - iii. National origin;
 - iv. Lack of teaching certification;

18. Scheduling Hours and Submitting Time-Sheets

- a. The tutor is required to reasonably schedule hours at both his or her and the student's convenience.
- b. The tutor's work is the tutoring location. Therefore, the tutor should not include time spent driving in his schedules and time-sheets.
- c. Prior to the session, at his or her earliest knowledge, the tutor must submit scheduled hours by a client to Plus Plus Tutoring electronically or by mailing.
- d. If a tutor's driving distance exceeds 10 miles one-way, he may inform the client that there will be a \$4.00 a session surcharge. The surcharge will be credited to the tutor.
- e. The tutor is required to pre-pay prior to sessions. The tutor will be informed if the client failed to pre-pay.
- f. If the tutor is informed that the client failed to pre-pay, the tutor works a session, and the client fails to pay, then the tutor may not be eligible for compensation for the session.
- g. If in the future, the client pays for the session, the tutor shall be compensated.

19. Notice of Cancellation

- a. Tutors have to provide a notice of cancellation to Plus Plus Tutoring and the client within 24 hours.
 - i. A tutor can provide a notice less than 24 hours if he was involved in an unanticipated emergency situation.
 - ii. He or she can provide a notice less than 24 hours if there was a death in his or her immediate family.
 - iii. He or she can provide a notice less than 24 hours if he or she has a medical condition preventing him from attending a tutoring session.
 - iv. A tutor does not have to provide notice if he has no capacity to provide notice and the incapacity was not cause by voluntarily intoxication or another voluntary act by a tutor.
- b. Violation of 11(a) may result in the suspension or termination of a tutor.
- c. Violation of 11(a) may result in the tutor being liable to Plus Plus Tutoring for lost wages.
- d. Clients have to provide a notice of cancellation to Plus Plus Tutoring and the tutor within 24 hours. Failure to give notice will result in the forfeiture of pre-paid fees. The tutor is not entitled to receive the pre-paid fees.
- e. If the tutor arrives at a tutor's location and the session does not take place, the tutor is entitled to gas compensation if the one-way distance exceeds 10 miles.

- f. If the client is tardy and the tutor is on time to the tutoring session, the client shall owe the amount for the full scheduled session.
- g. If the client is tardy and the tutor is tardy, the tutor's tardiness will be deducted from the client's bill. The tutor may be liable to Plus Plus Tutoring for lost profits.
- h. Changes in scheduling must also be provided to Plus Plus Tutoring within a 24 hour notice.
 - i. If the tutor ends the session before scheduled, absent any exigent circumstances, the tutor may be liable for lost profits.
 - ii. If the client ends the session before scheduled, absent any exigent circumstances, the client will be billed in full. The tutor will not be paid for unworked hours.

20. Tutoring Sessions

- a. If a child is getting tutored and the child is under the age of majority in the jurisdiction, the tutor may not tutor the child without the parent's or legal guardian's presence or the parent's or legal guardian's informed consent.
- b. A tutor may not tutor an unsupervised child if any applicable law forbids such act.
- c. A tutor must return the child under the age of majority to the parent or guardian unless the parent or guardian gives informed consent and no law forbids such action.
- d. 12(c) does not apply if the tutoring sessions occur at a school during school hours and the school has given permission for the tutor to come to the school.

21. Group Sessions

- a. Group sessions are permitted by Plus Plus Tutoring.
- b. The tutor will be paid at an hourly rate.
- c. Only one client can register for a group session and will be liable for all payments.

22. Materials

- a. Plus Plus Tutoring does not provide materials to students or tutors.
- b. Plus Plus Tutoring or a tutor may recommend certain textbooks, workbooks, or other materials to the student, parent or guardian.

23. Tutoring Outside of Plus Plus Tutoring

- a. Tutoring clients provided by Plus Plus Tutoring outside of Plus Plus Tutoring is prohibited.
- b. Tutoring clients referred by existing Plus Plus Tutoring clients to either the tutor or Plus Plus Tutoring outside of Plus Plus Tutoring is prohibited.
- c. If an existing client refers a new client to Plus Plus Tutoring, the tutor is required to instruct the prospective client to sign up with Plus Plus Tutoring.
- d. 1(a) and 1(b) do not apply if a Plus Plus Tutoring director, regional director, or manager expressly authorized the tutor to tutor the client outside of Plus Plus Tutoring.
- e. Violation of 1(a), 1(b) may result in the suspension or permanent termination of the tutor.
- f. Violation of 1(a), 1(b) may result in a civil action based on fraud, misrepresentation, concealment, unfair business practices, interference with contract, misuse of intellectual property, conversion and unjust enrichment, antitrust and security

violations, misappropriation of trade secrets, and interference with business relationship.

- g. Upon proper resignation, the tutor must arrange with Plus Plus Tutoring to find a substitute tutor.

24. Non-Competition Agreement

- a. In general, tutors are not prohibited from tutoring, lecturing, teaching, or mentoring students.
- b. Tutors are allowed to work be employed by other tutoring services as tutors.
- c. Tutors are prohibited from holding a position of director, officer, limited partner, general partner, or sole proprietor of another tutoring service or company that offers supplemental education services within 50 miles of the areas that Plus Plus Tutoring serves.
- d. Tutors are prohibited from investing in or owning stocks or shares of another tutoring service or company that offers supplemental education services within 50 miles of the areas that Plus Plus Tutoring serves.
- e. Tutors are prohibited from tutoring students they are teaching at an academic institution.
- f. Tutors owe a duty of care and a duty of loyalty to Plus Plus Tutoring and are prohibited from taking on positions that places them in a conflict of interest with Plus Plus Tutoring.
- g. Plus Plus Tutoring will not hire any tutor who is in violation of 23(a)-(f).
- h. Plus Plus Tutoring reserves the right to suspend or terminate a tutor in violation of 23(a)-(f).
- i. The rules 23(a)-(f) only apply when a tutor is actively tutoring a student provided by Plus Plus Tutoring.

25. Limitation of Liability and Waiver of Warranties

- a. Under no circumstances will Plus Plus Tutoring, its employees, or contractors be liable for any direct, indirect, incidental, special, reliance, exemplary, punitive, or consequential damages for:
 - i. personal injury or property damage;
 - ii. third party conduct whatsoever;
 - iii. loss of business or profits;
- b. All services are provided "as is" without warranties of any kind, either implied or expressed, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

26. Sign Up Form

- a. All sign up forms will be void unless they include the following information:
 - i. Name of person registering;
 - ii. Name of student (if different);
 - iii. Phone number;
 - iv. E-mail address;
 - v. Home address;

- vi. City;
 - vii. State;
 - viii. Description of student's academic needs;
 - ix. Signature;
- b. Sign up forms will not be reviewed until a \$35.00 registration fee is received.

27. Billing to Clients

- a. Plus Plus Tutoring will refund the \$35.00 registration fee to the client if a tutor from Plus Plus Tutoring fails to contact the client within 7 days and tutoring sessions never commence.
- b. Clients are required to pre-pay for tutoring services.
- c. The person registering, not the student or another party, is legally responsible for making payments.
- d. Plus Plus Tutoring may bill clients via an online billing system, e-mail, or mail.
- e. If for some reason a client fails to pre-pay, he will be liable for payment after the tutoring session.
- f. Plus Plus Tutoring may charge reasonable interest and late fees to delinquent clients.
- g. Clients may pay with any medium including cash, credit card, debit card, personal check, cashier's check, money order, Bitcoin, or Litecoin.
- h. Plus Plus Tutoring is not liable or responsible for cash lost in the mail.
- i. If a client chooses to pay with Bitcoin or Litecoin, he or she is required to:
 - i. contact Plus Plus Tutoring.
 - ii. scan a legal form of identification with a birth date.
 - iii. provide a date of birth and full name.
 - iv. provide a correct Bitcoin or Litecoin address.

28. Compensation to Tutors

- a. By default, tutors shall be paid bi-weekly for tutoring services by check in mail.
- b. Tutors may request that Plus Plus Tutoring makes direct deposits to the tutors. In such case, the tutor will be liable for any transaction costs.
- c. Tutors may request that Plus Plus Tutoring makes Bitcoin and Litecoin payments to the tutors.
 - i. Tutors will be required to make a special request to Plus Plus Tutoring.
 - ii. Tutors will be required to scan a legal identification with a birth date.
 - iii. Tutors will be required to provide a date of birth and full name.
 - iv. Tutors will be required to provide a correct Bitcoin or Litecoin address.
- d. Plus Plus Tutoring may delay payments for security purposes.

29. Privacy and Confidentiality

- a. Plus Plus Tutoring stores all job applications, sign up forms, and other documents submitted by third parties indefinitely unless the party requests the destruction of the documents.
- b. No tutor may disclose any confidential matter between the tutor and the client to anyone unless:
 - i. the tutor reasonably believes that he or she is in danger;

- ii. the tutor reasonably believes that another person is in danger;
 - iii. the tutor reasonably believes that crime or fraud will be committed;
 - iv. the tutor is required by law to disclose the confidential matter.
- c. Plus Plus Tutoring will not provide a client with the tutor's resume, job application, job agreement, background check or any other documents without the client's consent.
- d. Plus Plus Tutoring may exhibit a photograph of the tutor to the client.

30. Governing Law

- a. 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 North Carolina.

31. Entire Agreement

- a. This Agreement, the documents referred to herein, and the exhibits attached hereto, constitute the entire, full and complete agreement between tutor and Plus Plus Tutoring concerning the subject matter hereof and supersedes all prior agreements. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by both parties in writing.

32. Severability

- a. Each provision of this Agreement shall be construed as independent of every other provision to this Agreement, and each portion, term and provision of this Agreement shall be considered severable. If, for any reason a portion, term or provision of this Agreement is determined to be invalid and contrary to, or conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, terms or provisions of this Agreement.