

AGREEMENT BETWEEN TUTOR  
ASSOCIATES, LLC.  
AND  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1180

SEPTEMBER 1, 2025 TO JUNE 30, 2028

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December 15, 2025

**ARTICLE 1 - PREAMBLE**

This Agreement was made and entered into by and between Tutor Associates, LLC (hereinafter referred to as “TA,” or “Employer”) and Communications Workers of America (hereinafter referred to as “CWA” or the “Union”).

**Whereas**, the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

**Whereas**, TA is engaged in the business of providing educational services, including in-person and remote tutoring and test proctoring in various subjects. TA’s services include identifying the right student-tutor match, which is essential to learning.

**Now, Therefore**, in consideration of the promises and mutual agreements contained herein, Tutor Associates and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of Tutor Associates recognized as being represented by the Union.

**ARTICLE 2 - RECOGNITION**

Section 1. Tutor Associates recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment on behalf of all covered employees in the bargaining unit.

Section 2. The term covered employee and/or employees as used in this Agreement shall mean, all full time and regular part time employees who are employed as Tutors, regardless of level, and Proctors, including Testing Coordinators, in accordance with the “Certification of Representative” between Tutor Associates, LLC and Communications Workers of America.

**ARTICLE 3 - NEW JOB TITLE AND JOB CLASSIFICATIONS**

Section 1. Tutor Associates shall notify the Union in writing of any newly created bargaining unit classifications or titles, the duties established therefore, and the temporary wage rate. A “newly created bargaining unit classification or title” is one that contains duties and responsibilities that are substantially and materially different in kind than existing classifications or titles.

Section 2. Whenever a new classification or title is established, the rate for the new classification initially will be determined by management. Within fifteen (15) days of such classification establishment becoming known to the Union, the Union may request negotiations between the Union and the Employer. Any negotiated changes to the wage rate of the new classification shall be retroactive to the day the new classification was established.

## **ARTICLE 4 - NO STRIKE / NO LOCKOUT**

Section 1. During the term of this agreement, the Union, its officers, agents, representatives, stewards, committee persons and members, and all other Employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, refusal to accept clients, work stoppage, or any other interference with or interruption of work at the School (collectively "Strike"), regardless of the reasons for doing so. There shall be no lockout by the Employer during the term of this Agreement. Any Employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to discipline up to and including immediate discharge. In the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

## **ARTICLE 5 - UNION SECURITY AND DUES DEDUCTION**

Section 1. Each employee, employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 2. Employees employed or entering into the bargaining unit after the effective date of this Agreement shall, on or before the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Section 3. Tutor Associates agrees to make collections of the standard Union dues and CWA COPE-PAC contributions through payroll deduction from the employee's pay. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees. The deduction will start, upon receipt of a voluntary written authorization form signed by the employee and delivered by the Union to Tutor Associates and will continue in effect until canceled in accordance with the terms of the authorization.

Section 4. Tutor Associates also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, not later than the tenth (10th) of the month following the month in which the deductions were made, and to furnish the Union a list of employees in the bargaining unit, including their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as payroll number.

Section 5. Deduction Procedures.

A. Deduction shall be made from the employee's salary or wages, sickness, or other benefit payments or paid time off payments as follows:

EMPLOYEES PAID

DEDUCTIONS

Bi-Weekly  
month.

Installments in the first 2 bi-weekly and each pay period each

B. Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed membership authorization card by Tutor Associates payroll office, and provided there is authorization card by Tutor Associates payroll office, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:

1. those required by law, and
2. those authorized in this Agreement for Health and Welfare Premiums, if applicable.

C. If the scheduled deduction for amounts equal to Union dues cannot be made in the period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

D. "Payroll Deduction Authorizations" shall be suspended when an employee:

1. is transferred to a job that is not represented by the CWA,
2. goes on an unpaid Leave of Absence of more than one (1) month, or
3. is removed from the payroll of Tutor Associates.

E. "Payroll Deduction Authorizations" suspended in accordance with the above provisions shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the Union.

Section 6. Tutor Associates shall bear the full cost of processing authorized payroll deduction of dues and CWA COPE-PAC contributions as set forth in this Article, except that the Union agrees to supply dues and CWA COPE-PAC deduction authorization cards in a form approved by Tutor Associates and the Union. Tutor Associates shall accept authorization forms submitted electronically with digital signatures.

Section 7. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 4, Section 1 or 2, as applicable, said employee shall be terminated within thirty (30) calendar days after receipt of notification unless the employee has complied with the conditions of this Article, and the Union so attests, prior to the end of the thirty (30) day period. The Union shall, indemnify, save and hold harmless Tutor Associates against any form of loss or liability arising out of any action taken or omitted by or at the request of the Union under this Article.

Section 8. The foregoing shall be interpreted and applied in accordance with, and shall be subject to any prohibitions or restrictions contained in, applicable federal law and the laws of the jurisdictions covered by this agreement.

## **ARTICLE 6 - PERFORMANCE EVALUATION**

Section 1. Employees will receive periodic performance reviews after starting employment and completing probation. The reviews will be conducted at least annually during their employment with Tutor Associates. However, the timing and frequencies of performance evaluations may vary depending upon factors relevant to appropriate evaluation, including an employee's length of service, job position, past performance, changes in job duties, or recurring performance problems.

Section 2. Performance evaluations are opportunities to recognize the quality and quantity of the work an employee performs, knowledge of the job, initiative, work attitude, and their interactions with staff and Tutor Associates partners. The performance evaluation should help employees become aware of their progress and areas for improvement. Performance evaluations are also opportunities for employees to give feedback to their supervisors about any challenges they are facing in their work, any support they might find helpful, or any other facet of the supervisor/supervisee relationship.

Section 3. The Employee shall be entitled, but not required, to submit a written response to the evaluation within 30 days of receiving it, and both the performance evaluation and the employee's response shall be placed in the employee's personnel file.

Section 4. Performance Evaluations are not disciplinary action.

## **ARTICLE 7 - CLIENT REQUESTS**

Section 1. Any request by a parent/guardian/client for a change in the tutor assigned to their student may be honored by the Company, and the fact of the change shall not be considered a progressive disciplinary step under Article 8 (Discharge and Discipline). (For purposes of clarity, nothing herein prevents the Company from taking disciplinary action if a parent/guardian/client reports conduct which presents just cause for discipline in the context of a tutor change request.)

## **ARTICLE 8 - DISCHARGE AND DISCIPLINE**

Section 1. Discipline. Employees shall not be disciplined or discharged without just cause. Discipline shall be defined as discharges, suspensions with or without pay, written warnings and oral warnings. (Discharge, for purposes of this paragraph, does not include layoffs.) As a general rule, the Company agrees with the tenets of progressive and corrective discipline, typically consisting of the following steps:

- a. Oral Warning, which shall always include written documentation within seven (7) calendar days of the warning received.
- b. Written Warning
- c. Final Written Warning and/or Suspension With or Without Pay
- d. Discharge

However, the Company shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action, subject to establishing just cause as set forth above. It is acknowledged that certain circumstances may reasonably warrant issuance of discipline outside the customary steps of progressive corrective discipline consistent with the just cause standard. Misconduct which may constitute just cause for immediate discharge includes:

- Discrimination or harassment in violation of TA policy and/or applicable law;
- Theft or financial fraud (i.e. the misreporting of time spent with a client, or number of hours worked to TA or a client);
- Intentional academic dishonesty (the academic honesty policy is attached as Exhibit A);
- Inappropriate conduct with, or directed at, a student of a sexual nature, including, but not limited to: (i) sex harassment, (ii) sexual contact, including touching, (iii) conduct that may reasonably be interpreted as soliciting or consenting to sexual contact, (iv) communications of a sexual nature, and (v) possession, distribution, or use of child pornography.
- Conviction of, or plea of *no lo contendre* to, any felony or crime involving moral turpitude, fraud, or criminal harassment;
- Conviction of, or plea of *no lo contendre* to, any crime involving physical assault or emotional abuse of a student or minor;
- Falsification of employment records;
- Intentional damage or destruction of TA property or the property of client or student;
- Assault (upon a TA employee or parent or student); or
- Possession, distribution, use, or being under the influence, of any intoxicant on TA grounds or a client residence, or while performing any TA business, including alcohol, illegal drugs, or controlled substances (unless such controlled substances were taken in accordance with a valid prescription issued to the Employee).

Tutor Associates will take any disciplinary action promptly after learning of the circumstances on which the discipline is based. Tutor Associates will endeavor to take any such disciplinary action within seven (7) calendar days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. Tutor Associates will give its reason(s) for such discipline and/or discharge to the employee and, upon request, the Union's Representative or designee within seven (7) calendar days of such disciplinary action. At no point of the discipline process, other than suspensions without pay, shall the Employer adjust the rates of pay for the Employees as a result of discipline.

## Section 2. Job Performance – Written Warning and Performance Improvement Plans.

A. The “Written Warning” step of progressive discipline for poor job performance (as opposed to discipline for misconduct) shall identify the Employee’s deficiencies and required areas of improvement. A reasonable amount of time must be presented between the Written Warning and Final Warning (to permit an opportunity to demonstrate improvement) unless an additional violation occurs.

B. The “Final Written Warning” step of progressive discipline for poor job performance (as opposed to discipline for misconduct) shall consist of a “Performance Improvement Plan” (or “PIP”) closely managing performance and correcting identified problems through a performance improvement process.

C. The goal of the Performance Improvement Plan (PIP) is to help employees succeed at their job and as such will identify performance issues, based on the job description, and include documented examples of the tasks or responsibilities that are less than satisfactory to the Employer. The PIP shall be collaboratively created by the Employer and the Employee to identify reasonable, tangible measurements/milestones of improvement, subject in all instances to the Employer having ultimate determination of such measurements/milestones. The PIP format shall be standardized within a template and shall be reviewed and approved by management after consultation with the Union.

D. The employee may bring a Union representative to the initial meeting in which the PIP is developed. PIP will last for a predetermined amount of time with a minimum of forty-five (45) days for the employee to demonstrate improvement.

E. A copy of the Performance Improvement Plan and its outcomes will be retained in the employee's personnel file.

F. The PIP period shall include an offer to the employee to request bi-weekly (every other week) meetings between the manager and the employee to monitor progress and facilitate the provision and receipt of feedback.

G. If the manager (i.e., the Director of Tutoring, the Chief Operating Officer, or the Chief Executive Officer) primarily responsible for managing the PIP leaves the company in the middle of a PIP, the PIP shall be considered on hold and any subsequent performance concerns shall be addressed by a new manager after at least fourteen (14) business days of managing said employee. Tutor Associates will exercise its best efforts to ensure that the same manager will supervise an employee placed on a PIP.

H. In the event that an employee takes leave for any reason—including but not limited to sick leave, vacation leave, family and medical leave, etc.— during a PIP period, the leave time shall not be counted against the PIP period.

I. During the PIP period, Employees shall not cancel sessions (other than for Sick and Safety time).

Section 3. In any disciplinary proceeding, the Employer may not rely on any material adverse to the employee that occurred more than eighteen (18) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those eighteen (18) months. Material pertaining to gross misconduct is specifically excepted from the limitations of this Section.

Section 4. Written warnings or other disciplinary action will be considered inoperative for purposes of progressive discipline under this Article after a period of eighteen (18) months, provided no other disciplinary action has taken place during that period and further provided that the written warning or other disciplinary action was not issued for gross misconduct.

Section 5. Upon written request, an employee will be permitted to examine records containing personally identifiable employee information about themselves within seven (7) business days of a written request by the employee to Tutor Associates. An employee has a right to respond in writing to any material in the employee's official personnel file within thirty days. The employee shall receive a copy of any material related to discipline or job performance that is put into their official personnel file. The employee's timely written response to any material related to discipline or job performance in their official personnel file will be included with the material.

## **ARTICLE 9 - SITE SAFETY**

Section 1. The Union and TA acknowledge that tutoring occurs in clients' homes—in-person or "virtually"—and that TA cannot dictate the home environment. TA shall communicate to clients that an essential component of successful tutoring is having an appropriate learning environment free from undue distraction. TA's policies regarding non-harassment in the workplace apply with equal force to clients and other third parties, and Tutors who believe that they have been subject to inappropriate conduct (whether physical, visual, verbal or written) during a tutoring session (or at any other time) should report the matter immediately to TA. In the rare circumstance that a Tutor is subject to behavior in violation of TA's non-harassment policy that is abusive/intolerable to any reasonable person, the Tutor may remove themselves from the situation (including by ending a Tutoring session early) without suffering a loss in wages or any other adverse consequence.

## **ARTICLE 10 - POLICY MANUAL**

All policies that Employees are subject to shall be digitally available. A list of the policies in effect as of the date of this Agreement is annexed as Appendix A. Should the Employer make a change to any existing policy that has an impact on the members, it shall notify the Union of the change in advance of it coming into effect. The Union shall have the right to bargain, upon request, over the impact of any changes in the Employer's generally applicable policies on bargaining unit employees. Should there be a conflict between this agreement and the

handbook, the provisions described in this agreement shall prevail.

## **ARTICLE 11 - MISCELLANEOUS**

Section 1. Organization Contact. The Employer shall create and maintain a contact list for all staff in the organization for the purpose of communication with each other about teaching resources after having first contacted the Tutor Team for resources and other support. The contact list shall include the preferred name, department, the subjects that they tutor, phone number, email of staff members, and a note indicating if that particular staff person is an advisor.

Section 2. Chosen Name and Pronouns. As part of the onboarding process the Employer shall request an Employee's preferred name and pronouns to present to clients and to put an internal and external platforms such as the Employer website, Salesforce, or any other location where Employees are identified.

Section 3. Position Definitions. The Employer shall keep an updated list of position descriptions in the Policy Manual (which shall be maintained digitally and accessible to all Employees). The location should clearly describe the Professional, Expert, Director, Senior Director, Founder Tutor levels, as well as the Proctor, Senior Proctor, and Testing Coordinator positions.

## **ARTICLE 12 - BARGAINING UNIT WORK**

Section 1. The Employer will not utilize contractors, temporary employees and/or agency employees in an effort to displace, erode or undermine the Union or bargaining unit work. Further it shall not be initiated for the purposes to discriminate against any of its members or circumvent this Agreement nor shall be the cause of layoff of regular employees or part timing of full-time employees. For purposes of clarity Tutor Associates may utilize a temporary employee or contractor under the circumstances below, when there is a business need, and no other Tutors and Proctors are qualified and available:

- A. *Leave Coverage:* In the event where there is a business need due to an employee taking a leave of absence, the company may bring on a temporary employee or contractor whose duration shall only cover the extent of the leave.
- B. *Expertise Coverage:* In the event where a program is requested in which no available Tutor or Proctor possesses the necessary expertise, and does not have adequate time to gain sufficient knowledge on the subject (in TA's reasonable discretion), Tutor Associates may bring on a temporary employee or contractor for the duration of that program.
- C. *Pilot Program Coverage:* In the event that Tutor Associates explores piloting a new program in which no current Tutor or Proctor holds expertise, the company may bring on a temporary employee or contractor for the duration of the pilot. If a pilot program exceeds ten (10) months in duration, Tutor Associates and the Union must mutually agree in order to continue the temporary employee or contractor's involvement in the program as a pilot for longer.

## ARTICLE 13 - GRIEVANCE PROCESS

Section 1. All grievances by the Union or any employee shall be processed in accordance with this Article.

Section 2. A grievance is defined as a dispute between the Parties over the interpretation, application, or alleged violation of this Collective Bargaining Agreement, including without limitation, concerning discipline or a reduction or contractually obligated benefits. An individual employee can file a grievance on their own behalf, but only the Union can advance such grievance to Step 2 and beyond.

Section 3. In the event a Grievance is filed pursuant to Section 1 above, the parties agree to attempt to settle the grievance by the following steps:

- A. **Step 1:** The grievant and/or union representative shall file the grievance with Gordon Smith within thirty (30) calendar days of the date on which the Grievance occurred or when the grievant or Union knew or should have known that the Grievance occurred. Tutor Associates' grievance designee will contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location to discuss the grievance. A decision in writing will be provided to the Union and the Grievant involved within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties. If Tutor Associates fails to offer a meeting date or fails to provide a written response in the agreed upon timeframe, the grievance may be advanced to the second step at the Union's option.
- B. **Step 2:** If the answer or decision of Tutor Associates is unsatisfactory to the Union, the Union may seek reconsideration from Gordon Smith based on the written response at Step One, in writing, within thirty (30) workdays after a decision has been rendered at the first step. Mr. Smith shall contact the Union representative within seven (7) workdays of receipt of the written request for reconsideration for the purpose of setting a mutually agreeable meeting date and location. Mr. Smith will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties mutually agreed otherwise by the parties.

Section 4. Formal grievance meetings shall be held at mutually agreeable times and locations (or via video or teleconference) when the grievant and any employee representative designated by the Union is not scheduled to work.

Section 6. It is the intent of this Grievance Process that grievances should be resolved at the lowest possible Step.

Section 7. Nothing in this Article shall preclude an employee from presenting issues in their own interest to representatives of Tutor Associates, without intervention of the Union, and to have such issues resolved provided the resolution is not inconsistent with any provision of this Collective Bargaining Agreement or, if it is inconsistent, then provided that the Union has been given an opportunity to be present at such adjustment, if any.

Section 8. The parties acknowledge that employees enjoy certain rights under federal, state and local laws and regulations. The Employer and the Union will keep each other informed on the names of the authorized representatives that will be tasked with administering the Collective Bargaining Agreement.

#### **ARTICLE 14 - ARBITRATION**

Section 1. Any Grievance not resolved at Step 2 may proceed to arbitration in accordance with this Article.

Section 2. Grievances that are not satisfactorily settled in accordance with the grievance procedure outlined in Article 8, may be referred to arbitration by Tutor Associates or the Union upon written notice to the other party within thirty (30) days following the conclusion of the formal Grievance process. The time limits in this Article may be extended only by the Parties' mutual agreement in writing.

Section 3. Tutor Associates and the Union shall select an arbitrator by rotating through the list of arbitrators set out in Section 4, below.

Section 4. Panel. The parties will select a panel of at least four (4) qualified arbitrators to serve on a permanent panel to resolve grievances that are pursued to arbitration under this Article. To select this panel, each party shall initially be entitled to recommend up to two arbitrators subject to objection by the other party. Once the initial panel has been created, each arbitrator will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The parties will mutually agree upon an arbitrator to fill a vacancy resulting from the removal of an arbitrator from the list or the resignation of an arbitrator from the panel. If the parties cannot agree upon an arbitrator to fill the vacancy, either party shall have the option of using the procedures of the American Arbitration Association to request a panel for selection of an arbitrator to hear a case when the vacant position would be next up in the rotation. The parties can also agree to a reduced number of arbitrators in the panel and continue the rotation with the remaining panel. Arbitrations shall be held by video conference, unless the parties mutually agree to conduct the arbitration in New York, New York.

Section 5. The labor arbitration rules of the AAA shall be applicable for the conduct of the arbitration proceeding. The decision of the arbitrator shall be final and binding on Tutor Associates, the Union and the bargaining unit employee(s) without either party waiving its right to a court review of the arbitrator's decision. The arbitrator shall have no authority to expand the grievance beyond the written submission presented by the parties for arbitration. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions

of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement. In any award of back pay in a discharge case, the arbitrator may reduce such back pay by outside earnings and income from the date of discharge, including but not limited to unemployment insurance benefits and disability payments. This reduction shall not apply to outside earnings and income from employment for employers other than Tutor Associates that was obtained prior to discharge but shall apply to any increase in outside earnings and income received after discharge.

Section 6. The fees and expenses of the arbitrator, including interpreters, transcripts (if transcripts are agreed upon), shall be shared equally by Tutor Associates and the Union.

Section 7. If the Union provides Tutor Associates with a reasonable period of advance notice, Tutor Associates shall allow reasonable time off with pay for the Grievant, Union witnesses and/or Union representatives to prepare for arbitration and to participate in the arbitration hearing.

Section 8. The Arbitrator specifically shall have the right to determine whether a particular grievance is subject to the Grievance Procedure or within his/her jurisdiction to decide.

Section 9. Nothing in this Article prevents the parties from mutually agreeing to submit the matter to a mediator. In such cases, the time limits to request arbitration will be suspended. The parties will select mediators by striking from a panel provided through the Federal Mediation and Conciliation Service or by using another mutually agreed upon service or procedure. Upon agreement of the parties, the mediation conference will be scheduled within fifteen (15) days of Tutor Associates or the Union's request for mediation. Such conference will be held on the earliest mutually available date offered by the chosen mediator. Either party may request the mediation be terminated and the grievance be scheduled for arbitration.

### **ARTICLE 15 - UNION BUSINESS**

The Union shall be entitled to elect one (1) shop steward for every then (10) bargaining unit members, and provide the Employer with their names for the purpose of conducting routine Union business. The shop stewards shall be permitted reasonable time to attend meetings with management in accordance with the terms of this Agreement provided that such duties do not interfere with the operations of the Employer or the performance by the shop stewards or any other employee of their duties as an employee of the Employer.

### **ARTICLE 16 - NEW HIRES**

No later than one (1) week after a new Tutor has successfully completed onboarding and training and approved to work with clients (i.e., "go into the field") and one (1) week after Proctors successfully complete the onboarding and training process, Tutor Associates shall notify the Union of the employee being hired. Tutor Associates shall provide the Union with the employee's name, telephone number and any email that has been provided to the employer.

## **ARTICLE 17 - HOLIDAYS**

Tutors shall not be disciplined for rescheduling sessions that fall onto the holidays below. Tutors recognize that those holidays marked with a “\*” are often requested by clients for tutoring sessions. Tutors will make good-faith efforts to accommodate sessions requested for those holidays (even if they are traveling), and Tutor Associates reserves the right to reassign sessions requested on holidays to an alternate Tutor. Tutors shall make a good-faith effort to only accept programs that are not likely to conflict with the student’s program and best academic interest, when considering the program’s testing/academic calendar, and the Tutor’s future personal time off plans. When rescheduling a holiday, Tutors shall notify a Program Director no later than two (2) weeks in advance and provide them with a plan for rescheduled time slots or availability for a substitute tutor.

- New Year's Day (January 1).
- Birthday of Martin Luther King, Jr. (Third Monday in January).\*
- Washington's Birthday (Third Monday in February).\*
- Good Friday (As per the school calendar)
- Eid al-Fitr (As per the school calendar)\*
- Passover (April as per the school calendar)
- Memorial Day (Last Monday in May)\*
- Juneteenth National Independence Day (June 19).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Yom Kippur (As per the school calendar)
- Rosh Hashanah (As per the school calendar)
- Indigenous People’s Day/Columbus Day (Second Monday in October).\*
- Diwali (As per the school calendar)\*
- Veterans Day (November 11).\*
- Thanksgiving Day (Fourth Thursday in November).
- Christmas Day (December 25).

## **ARTICLE 18 - ENTIRE AGREEMENT**

Section 1. The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

Section 2. In view of that history of bargaining the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement; that all the understandings and agreements arrived at by the parties are set forth herein; that prior written practices and policies of management provided to the Union before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management; and that this Agreement constitutes the sole, entire and existing agreement between them.

Section 3. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement. Notwithstanding the foregoing, amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties' authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining.

### **ARTICLE 19 - SEVERABILITY**

Section 1. It is understood that the provisions of this Agreement are subject to all applicable laws now and hereafter in effect, and to the lawful rulings, regulations and orders of agencies or courts having jurisdictions. If any terms or provisions of this Agreement are held by a court or administrative agency to be in conflict with any federal, state or local law or regulation, such terms or provisions shall continue in effect only to the extent permitted by such law or regulation, without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, Tutor Associates and the Union shall enter into immediate negotiations regarding a mutually satisfactory replacement provision, with all other terms of this Agreement continuing in full force and effect. Should the contravention require immediate action on the part of the Tutor Associates as an employer, Tutor Associates will implement the required change to be within compliance and notify the Union accordingly. The outcome of negotiations under this Article will be implemented as agreed upon by the parties. Article 4 – No Strikes-No Lockout shall continue in effect during these negotiations and until the expiration of the Agreement.

### **ARTICLE 20 - SUCCESSORSHIP**

Section 1. Tutor Associates will give notice, promptly upon closing of a third party acquisition transferring a majority of Tutor Associates' ownership interest or all or nearly all of Tutor Associates' assets, to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

## ARTICLE 21 - WORK ASSIGNMENTS AND SCHEDULING

### Section 1. Target Hours and Availability.

Tutors shall first indicate whether they take in-person or remote programs. Following that Tutors shall provide to TA their requested target hours for the then-upcoming school year by July 15, and for the then-upcoming summer period by April 15, choosing from among the following target options: 5 hours, 10 hours, 15 hours, and 20 hours. The Employer shall promptly send a confirmation acknowledging the same. Tutors may request to update their target hours at any time, which TA shall adjust in the following semester. TA shall make assignments based on the following procedures.

TA shall establish an electronic calendar for each Tutor, which Tutors must keep up-to-date to reflect (i) their existing tutoring sessions with geographic location, and (ii) availability for additional sessions (“Tutor Calendar”). A Tutor’s failure to maintain their calendar shall be subject to the discipline article. If a time slot is marked available, the Tutor may be assigned a session in compliance with Section 2, below. Tutors should have availability during “prime tutoring hours” as indicated below, subject to the Tutor’s target hours\*:

Labor day through the 2nd week of June:	Summer:
Sunday: 10AM through 7PM	Everyday: 10AM to 7PM
Monday: 3PM to 9PM	
Tuesday: 3PM to 9PM	
Wednesday: 3PM to 9PM	
Thursday: 3PM to 9PM	
Friday: 3PM to 7PM	
Saturday: 10AM to 3PM	

\*Tutors understand that the more availability that they have in general, and during prime tutor hours, the more likely it is that they will reach their target.\*

### Section 2. Tutor Matching and Scheduling.

#### A. Matching.

Subject to Article 21 below (Referrals), Tutors shall be matched with new students or for new programmatic work (if a former Tutor does not have the competence in the requested subject or the parent requests a different Tutor, and excluding substitute assignments or “one-off” sessions) as follows:

TA shall first assess (i) Demonstrated competence in the requested subject (or standardized test); (ii) Tutor level/tier and pricing; (iii) disciplinary status as outlined below; (iv) student’s schedule request (in comparison to the Tutor(s)’ availability, including the schedule of potential co-Tutors), (v) location between session, in person versus remote, and (vi) among the Tutors who are not disqualified after application of all criteria, TA shall prioritize sending program

offers to tutors based on the percentage of unfilled target hours and also respond in accordance to 2.B below (as initially submitted in July and April). Notwithstanding the above: (i) a Tutor who is then subject to a written performance improvement plan may not, at the Employer's sole discretion, be awarded any new matches (until successfully completing the performance improvement plan); and (ii) Tutors who have experience tutoring students with learning differences may be prioritized for such students. Notwithstanding the foregoing, in the unlikely event that either at the outset of, or during the course of, a performance improvement plan a Tutor has no current programs, TA will incorporate into the performance improvement plan up to three (3) new programs to permit the Tutor to demonstrate successful completion of the performance improvement plan.

#### B. Match Notice.

TA shall place on a Tutor's electronic calendar a match (which shall be either a recurring appointment or a note that it represents the first session in a longer program with scheduling to be worked out with the client) and send a text indicating that a new program has been assigned to them. Tutors shall have eight (8) "Rejection Hours" to reject a match (defined as 8 a.m. to 8 p.m. to reject a match, such that a match calendared at 6 p.m. may be rejected up until 2 p.m. the following day). TA shall not place a match on an electronic calendar that schedules a tutoring session on less than seventy-two (72) hours' notice without direct communication with the tutor beforehand. Program Directors will discuss with Tutors in advance of the time that they need between in-person and remote sessions.

Tutors shall not ordinarily reject a match that aligns with their availability, location, subject matter expertise and target hours. A pattern of rejections may be subject to discipline under Article 8 - Discipline. Tutors who turn down a Pro-bono program shall not have that rejection considered as subject to discipline.

If no qualified Tutor's electronic calendar reflects availability for the program, TA shall send a mass email asking which Tutors want the program, and the first qualified Tutor to respond shall have priority to be awarded the match.

TA shall schedule non-programmatic tutoring sessions on short notice (less than 24 hours) (e.g., substitute and "one-off" sessions) by emailing Tutors (*en masse*, when needed) qualified for the assignment. The first to respond shall be awarded the work.

Tutors shall not ordinarily be disengaged from a program unless there are issues of discrimination in connection with the program, but the parties acknowledge that disengagement may occur upon a client request or when TA exercises its educational judgment that the student's best interest will be served by a change in Tutor (e.g., based on tutoring style, student progress, test scores, and/or grades). In the case where a client is switched to another tutor, due to an aspect of the program within their control, then TA shall constructively provide the feedback to the tutor as a learning opportunity. This paragraph is not subject to grievance and arbitration, except to allege that the disengagement resulted from a violation of applicable law (e.g., unlawful discrimination).

Tutors that have accepted a pro-bono program shall have the right to reaccept or reject engagement following the completion of the academic year or testing depending on the program.

C. Ongoing Scheduling and Cancellations.

Tutors shall work collaboratively with parents and the TA Program Director to schedule regular programmatic tutoring sessions.

If the parent requests a change to the regular programmatic schedule, Tutors shall work collaboratively with parents, and “cc” (or otherwise update) the Program Director on all parent communications.

Tutors shall use best efforts to avoid canceling a tutoring session. Tutors shall make a good-faith effort not to make personal, educational, or work commitments (including time off) that are likely to conflict with the student’s program and best academic interest provided that the Tutor is aware of those scheduling conflicts beforehand, and with the understanding that certain events are unavoidable such as weddings, caretaking duties, and bereavement. It is the Tutor’s responsibility to discuss a student’s known testing dates at the outset of a program and to check the testing schedule. If a session is to be cancelled, the Tutor shall contact the Program Director first and receive guidance on how/whether to communicate the matter to the client. Should the Program Director not respond in a timely fashion relative to the session date, the Tutor may escalate the matter by email to Lindsay or Sasha. A pattern of cancellations by the Tutor or a pattern of being unable to reschedule, provided the circumstances above, upon a parent cancellation may be the subject to the Article 8 - Discipline.

If a parent cancels a session, Tutors shall use best efforts to reschedule the session within seven (7) calendar days after the canceled session (“Reschedule Period”). (“Best efforts” includes, without limitation, rescheduling the session into any available time in their Calendar [pending travel time], which must be updated, accurate and complete at the time of cancellation/rescheduling.) A Tutor will be paid for a cancellation if the Tutor confirms the following conditions are met: (i) the session was confirmed by the parent in writing if it was scheduled at an irregular time, (ii) the session is canceled or rescheduled by a parent or student with fewer than 24 hours’ notice, and (iii) the session is not rescheduled (despite Tutors’ best efforts) within the Reschedule Period. Any further change that would fall outside of the original 7 day Reschedule Period shall be considered a cancellation.

If a student requests a cancellation or rescheduling that would result in a cancellation fee, the Tutor shall immediately (i) call the parent to give notice of the student cancellation, and if the parent does not answer then leave a voicemail and follow up with a text to the parent, and (ii) email the Program Director. If a parent has a pattern of canceling sessions, the Tutor shall as soon as practicable involve the Program Director to assist in communicating expectations with parents and future scheduling. In determining whether a “pattern” exists (either by the Tutor or the parent), there shall be an evaluation of the number of cancellations within a reasonable measurement period.

#### Section 4. Program Breaks.

When a student pauses a program for a period of time, they shall return to the Tutor that they were previously assigned to unless the student wants to change the assignment, although TA may need to transfer a program based on a lack of availability in the Tutor's schedule or target hours. A Tutor may request not to re-engage with a student following a pause, which TA may accept or reject in its sole discretion. If the Tutor is notified of the program break within 24 hours of the session then they will be compensated for the session.

#### Section 5. Programs Transfer/Reassignments.

In the event a parent requests reassignment to a different Tutor, the program assignment process set forth in Section 2 above shall be followed. If the Tutor is notified of the program transfer within 24 hours of the session then they will be compensated for the session.

#### Section 6. Proctoring.

The weekend Proctor schedule shall be set and circulated the immediately-preceding Thursday afternoon. The Testing Directors shall assign Proctors to their shifts based on their availability and demand.

Should there be a cancellation (i.e. sickness, conflict, etc.) that results in a vacancy after the Thursday assignment time, then the Proctor shall receive payment for the full shift.

#### Section 7. No show

Provided that the Tutor has confirmed the session in writing in accordance with Employer's Policy Manual, then students not showing up to either a Tutoring or Proctoring session shall be treated as a late cancellation.

#### Section 8. In-person to Remote Protocols and Vice Versa

Tutor Associates understands that clients and Tutors that have regular remote or in-person sessions scheduled may need to change on a one-time, short-term or permanent basis.

1. One-Off Switch. In the case where a student or Tutor needs to alter one session from in-person to remote or vice versa, on a one-off basis, a Tutor will alert a Program Director first and receive guidance on how/whether to communicate the matter to the client before the beginning of the next session. Should the Program Director not respond in a timely fashion relative to the session date/time, the Tutor may escalate the matter by email to Lindsay or Sasha.
2. Short-Term Switch.
  - a. Client Initiated. In the case when a student or client needs to change their sessions from in-person to remote on a short-term basis, Tutors will send written confirmation to the Program Directors ahead of the switch via email.

- b. Tutor Initiated. In the case where a Tutor needs to change their sessions with a student from in-person to remote or vice-versa on a short-term basis Tutor will alert a Program Director first and receive guidance on how/whether to communicate the matter to the client before the beginning of the next session. A sub, temporary, or permanent program reassignment may result due to the wishes of the client, however Tutors shall not be retaliated against or subject to punitive treatment for needing to initiate a switch (although a pattern of switches may be the subject to the Article 8 – Discipline).
3. Permanent Switch.
- a. Client Initiated. In the case when a student or client needs to change their sessions from in-person to remote on a permanent basis, Tutors will pass on that correspondence to the Program Director who will confirm the change. Tutors shall have the opportunity to discontinue the program and have it transferred to another Tutor.
  - b. Tutor Initiated. In the case where a Tutor needs to change their sessions with a student from in-person to remote or vice-versa on a permanent basis they must alert a Program Director first and receive guidance on how/whether to communicate the matter to the client before the beginning of the next session. A sub, temporary, or permanent program reassignment may result due to the wishes of the client, however Tutors shall not be retaliated against or subject to punitive treatment for needing to initiate a switch. (In accordance with Article 20, Section 1, Tutors are required to self-designate as “in-person” or “remote” and thus the Union acknowledges that a permanent “switch” may result in a change in available work.)

Section 9. Session Access Responsibility.

Barring extenuating circumstances, it is the responsibility of the client to ensure that tutoring sessions begin on time, provided that the Tutor arrives on time. Anytime a session has a delayed start due to a complication entering the session premises shall be counted as part of the paid session.

**ARTICLE 22 - REFERRALS**

When a new client (parent) is referred to Tutor Associates by a Tutor or Proctor through the Tutor’s/Proctor’s own efforts/relationships (as opposed to the client responding to TA marketing outreach, through an existing TA parent, or other community “word of mouth”) and enrolls his/her/their student in a full-rate tutoring program, then, at the parent’s request, the referring Tutor shall be matched with the student (provided that the Tutor meets requirements “i” and “ii” in the Matching provision, above). Whether or not the referring Tutor is matched with the student, the referring Tutor (or Proctor) shall receive a \$500 referral bonus after the student has enrolled in a program and completed the first session.

**ARTICLE 23 - WAGES**

Section 1. Tutor Wages

- A Position Designation: Tutors will declare themselves as either “Primarily In-Person” or “Primarily Remote,” and the Work Assignment/Matching provision previously negotiated will be revised to provide that in-person program requests will be matched in the first instance to “Primarily In-Person” tutors, and the same for “Primarily Remote” tutors.
- B Base Pay Minimums: Employees shall have their minimum session rates follow the chart below.

Position	Base Pay Minimum (in-person/remote)
Professional	\$70/\$55
Expert	\$80/\$65
Director	\$90/\$75
Sr. Director	\$105/\$90
Founder	\$120/\$105

- C Rate Lock: A Tutor providing sessions to either regular in-person Clients that request a remote session, or regular remote Clients that requests an in-person session shall always receive the in-person session rate.
- D Rate Change: A tutor’s session pay shall change when their Client changes the program type.
- E Grandfathered Rates: All current employees shall retain their current base pay for remote sessions. Any employee with an in-person program will receive a base rate of \$15 in addition to their current base rate in light of the increase in the in-person session minimum. (The base increase referred to in this subsection was implemented in August 2025, retroactive to July 1.)
- F Session Pay: For the purpose of this agreement the term “Session Pay” shall be defined as the sum of Base Pay Minimum and any bi-annual increases.

G Tutor Semi Annual increases: Tutors shall receive an increase of \$2.50 on the anniversary and \$2.50 on their half-anniversary of their hire date every year of the contract. Tutors may only receive a maximum of up to six (6) semiannual increases per promotional level; provided, however, that any Tutor who, before the expiration date of the CBA, has exceeded six (6) increases at their promotional level shall be grandfathered in to receive at least five (5) during the life of the contract.

H Promotions.

i. Promotional Increases: added to the base pay in the event of a promotion from one tutor level to another:

Promotional Increases	Promotional Sum
Expert	(+\$10)
Director	(+\$10)
Senior Director	(+\$15)
Founder	(+\$15)

ii. Promotional Rate Change. In the event that a Tutor is promoted during a program, the promotional increase shall take effect, for all active programs, during the following school year. It is understood that the Client may decide to change Tutor in the following school year after the cost of the program has increased.

Section 2. Proctor Wages.

A Hourly minimums: New employees shall have their minimum session rates follow the chart below. Any current employee whose session pay is below these minimums shall be raised to them.

Levels	Hourly Pay
Proctor	\$22 per hour
Testing Coordinator	\$30 per hour

B Proctors annual increase: On the anniversary of their start date, and up through and including their 5<sup>th</sup> anniversary date, Proctors, and Testing Coordinators shall receive

an increase in the amount of \$1.50 added onto their hourly pay. Any Proctor who, before the expiration date of the CBA, has exceeded five years of employment with Tutor Associates shall be grandfathered in to receive two (2) annual increases for the life of the contract.

C Senior Proctor. After no less than one year of service a Proctor shall have the designation of “Senior” added to their title at the discretion of management.

## **ARTICLE 24 - SCHOLARSHIP REFERRAL PROGRAM**

Section 1. Tutors, and Proctors may refer potential clients to Tutor Associates that may not be able to afford TA’s full price, but might be able to afford some amount above or around the tutor’s rate, thus enabling the tutor to not lose hours due to their non-compete and provide Tutor Associates with new clients.

Section 2. All determinations described below are at Tutor Associates' discretion, based on factors such as school, location, income, and other mitigating factors. TA is motivated to service clients and therefore will do everything possible to create a viable offer. Tutor Associates decisions are binding. If a Tutor sidesteps a Refusal to work privately with a client they will be in violation of their Non-Compete Agreement.

Section 3. Tutor Associates shall not offer an alternative Tutor or Program unless the Tutor that brought the Client in either cannot fit their client into their schedule or is not willing to accept the rate that is agreed upon. Tutor Associates must prioritize matching the Client with the Tutor who brought them in before other Tutors or levels are discussed.

Section 4. Should a Tutor get promoted and their Client no longer be able to afford the increased rates, Tutor Associates will offer the scholarship pricing before offering another tutor at a lower rate.

Section 5, Scholarship and Pro-bono Rates:

- a) Scholarship: A Scholarship is defined as a discount of between 10% and 40% off the Tutor Associates rate for the given tutor and subject.
  - i) Outcome 1: The Tutor will be given priority to match with this client if they can teach the subject and find a mutually agreeable time. The Tutor will receive their full, normal rate for this type of program and session.
  - ii) Outcome 2: If the Tutor cannot (or doesn't want to) work with this client, but we are able to place them with a different tutor, then a Referral Bonus will be paid to the tutor upon completion of 5 hours with another tutor.
  
- b) Pro-Bono: A Pro-Bono is defined as a discount of more than 40% off from the Tutor Associates rate, or at a different level or rate than the Tutor’s usual rate (i.e. Pro rate for a Director tutor).
  - i) Outcome 1: The Tutor will be given priority to match with this client if they can teach the subject and find a mutually agreeable time. The Tutor will receive sixty-five percent (65%) of what the client is charged. If the client is not charged any

amount, the Tutor will receive \$55 per hour for remote tutoring or \$70 per hour for in-person tutoring.

- ii) Outcome 2: If the Tutor cannot (or doesn't want to) work with this client, then TA will endeavor to place them with a different tutor.
  
- c) Private Pro-Bono Approval: We determine that the potential client cannot pay any Scholarship rate, and that we are not able to take them on as a Pro-Bono client.
  - i) Outcome 1: We can authorize the tutor to work with the client as a private, pro-bono client. The Tutor must agree to tutor for a rate lower than the rate they are paid by Tutor Associates so that there is no appearance of a conflict of interest.
  - ii) Outcome 2: Referral Rejection (see below).

Section 6. Tutor Referral Rejection: Whether it be based on the rate of pay or a scheduling challenge, a Tutor's rejection of a referred client shall not result in any disciplinary measures.

Section 7. Client Referral Rejection: If we determine that the client should be able to pay a Scholarship rate or Pro-Bono Rate, but that they are refusing to pay the offered rate and are instead asking to pay the Tutor under the table at a rate lower what we are offering, but higher than, equal to, or nearly equal to the Tutor's rate of pay at Tutor Associates, then will reject the program and ask the Tutor to likewise refuse the program as a conflict of interest with their employment.

Section 8. Referral Bonus: After the successful conclusion of 5 hours of tutoring a client or after that period of time has been tutored by another tutor, the Referring Tutor will receive a Referral Bonus of \$250 for any Full-Pay Referral, or Scholarship Referral. A Tutor that refers a Client who receives a scholarship Program, shall not receive a Referral Bonus if that tutor is assigned to the referred client. There will be no Referral Bonus for Pro-Bono Referrals.

Section 9. None of the provisions in this section shall prevent or impede Tutors from providing services with or without pay to their personal friends and family.

## **ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

Section 1. Professional Development. A minimum of 30 hours of professional development activities (described below) will be available to all Tutors each year. Nothing herein requires Tutor Associates to ensure any specific "mix" of professional development activities (except as specifically delineated below) nor that every professional development activity will be applicable to every Tutor (e.g., not every training will be suitable for a Tutor's level, subject matter area, etc.). Tutors will be required to attend at least 12 hours of professional development each year, including specific required workshops on topics such as changes to the SAT and ACT.

Section 2. The following constitute Professional Development activities:

- A. Trainings: Are education sessions for Employees led by Advisors (as defined below),

management, or outside instructors. Training includes, but are not limited to, differing student types, or student stress management, learning differences, etc. Trainings for new tutors will be mandatory. Some additional trainings will be required of all tutors each year (including legally required employee training, such as anti-harassment training). All mandatory training shall be recorded for remote viewing. Training will be available during the months July and August, inclusive of stored video trainings.

- B. Workshops: Are education sessions led by Advisors, management, or outside instructors at the request of management on a particular topic or pedagogy. No Fewer than two (2) ACT and SAT Workshops shall be provided to Tutors each calendar year. Workshops deemed important by management (such as workshops on changes to the SAT & ACT) will be mandatory for all tutors.
- C. Roundtables: Management facilitated organized group sessions that are run by Advisors, organized by subject matter, to discuss trends, issues, new materials, and solutions. Management may participate in roundtables.
- D. Advising: Advisors shall be appointed by management in its sole discretion. There shall be a list of all then-active Advisors and their Advisor wage rate. Management may remove an Employee from the Advisor's list for any lawful reason, with or without notice or just cause, and such removal shall not be deemed disciplinary under this Agreement.
  - i. Advisor Meetings: Periodic Management facilitated meetings with Advisors to meet with one another to discuss recent trends in education, keep everyone up to date and plan.
  - ii. Advising Sessions: One-on-one meetings between Advisors and advisees to discuss any training, workshop, or roundtable materials as well as any challenges that advisees may be having with their sessions and general advice. No more than 20 hours per academic year of Professional Development shall be Advisor Sessions.
  - iii. Advising Rates: Participating in Professional Development as an Advisor will be paid at the Advisor's then-applicable Advisor wage rate. All current Advisors will have their current Advisor Rate grandfathered in. Newly Appointed Advisors will receive no less than \$25.00 per hour. For each successive contract year in which an Employee is an Advisor their rate will increase by \$2.50, up to a maximum rate of \$40.00 per hour.

### Section 3. Training and Professional Development Wage Rate:

- a. Participating in Professional Development as a non-Advisor will be paid at the rate of \$24 per hour.
- b. For Trainings, the \$24 per hour non-Advisor participation rate shall be paid to all attendees, except that Tutors will receive their Advisor rate for any training session they attend where the subject matter being discussed is the curricular subject they tutor (e.g., math or verbal for the SAT/ACT).

## **ARTICLE 26 - EXPENSE REIMBURSEMENT**

Section 1. Partial Zoom Account Reimbursement: Zoom account Tutor Associates will reimburse Tutors for half of the price of a Zoom account (\$6.66) per month upon submitting a receipt for the purchase

Section 2. Partial Computer Equipment Reimbursement: Tutor Associates agrees to reimburse one third (1/3<sup>rd</sup>) of the cost of replacement equipment up to a cap of \$100 per year, which amount if not used in any year shall rollover to the following year up to four years, \$400, upon submission of a receipt for an approved purchase.

Section 3. Supply Reimbursement: Standard office supplies (pens, paper, notebooks, etc.) will be reimbursed

Section 4. Non Computer Equipment/Materials Provided:

- a. Tutors that cover math subjects shall be provided a TI-84 PLUS CE immediately after being assigned a client with math as a subject need. Tutors that are hired as math tutors shall receive a TI-84 PLUS CE immediately.
- b. Should a Tutor/Proctor experience regular internet outage, Tutor Associates shall provide them with a hotspot device at its discretion.
- c. With prior written approval Tutors and Proctors may request textbooks or other written materials be ordered directly by the company, or receive reimbursement for those items themselves.

## **ARTICLE 27 - DIVERSITY, EQUITY AND INCLUSION**

Section 1. Training. The Employer shall provide an annual non-discrimination and anti-harassment training for all staff.

Section 2. Survey. Understanding that the demographic makeup of Tutor Associates staff and its change over time is central to retention of Employees from underrepresented groups, Employees may, using TA equipment, conduct an anonymous yearly demographic survey, optional/voluntary for Employees of the Unit and non-Unit positions, considering race, ethnicity, and gender

## **ARTICLE 28 - MANAGEMENT RIGHTS**

Section 1. Except as limited or modified by the express terms of this Agreement and/or by applicable law, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively by the Employer, including, without limitation to: determine and fulfill the Employer mission, manage and operate Employer programs; discipline Employees for just cause; hire Employees, determine their qualifications, and assign (“match”) and direct their work; set standards for Employees not inconsistent with the terms of this Agreement; promulgate

rules and regulations, and supervise employees; determine the Employer calendar and hours of work; determine or modify hours of operation; layoff of Employees; determine staffing patterns and design; determine the number of Employees and kinds of employees required; move or modify facilities; establish budgets and budget procedures, determine budgetary allocations, and invest its resources; set client pricing; determine the methods of raising revenue; establish, manage and operate the Employer's business, services, curriculum, finances, and facilities; direct, plan and control all Employer operations; establish and/or change existing operational methods, technologies, materials, equipment, and facilities; to subcontract work unrelated to tutoring and proctoring or subject to Article 11; restructure and reorganize its operations; and to exercise sole discretion on all decisions involving the scope of the Employer's mission and business. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 29 - NON-DISCRIMINATION**

Section 1. The Parties agree that all personnel actions such as hours compensation, benefits, transfers, terminations, layoffs, return from layoff, training, education, tuition assistance, and social and recreation programs, will be administered without regard of actual or perceived race, color, creed, religion, class, age, sex, sex characteristics, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, immigration and citizenship status, political affiliations, refugee status, asylum seeking status, statelessness, veteran status, military status, disability, genetic predisposition, or genetic information, domestic violence victim status, sex offense or stalking victim status, union activity or any other classification protected by applicable federal, state, or local law provided that said individual is authorized to work in the United States. TA shall abide by the New York State laws of non-discrimination as it relates to arrest and convictions, regardless of where an employee resides.

Section 2. For the purposes of the Article, all the terms contained in Section 1 above shall be interpreted as defined by applicable law. If the terms gender identity and gender expression are not defined under law, then the terms shall have the meanings under the New York City Human Rights Law.

Section 3. The Employer will respect the employee's preferred pronouns and ask clients to do the same. If any client repeatedly fails to use an employee's preferred name and pronouns regarding their gender, the Employee may refuse to continue to provide services to the client. In that case, the Employer shall attempt to reassign such Employee to an unassigned client and/or give priority to that Employee for assignment to a new client.

Section 4. The employer is also obligated not to discriminate or harass on the basis of any of the protected characteristics or activities described above, nor to retaliate against employees who reports concerns pursuant to this policy, who participates in such an

investigation of concerns lodged under this policy, or who opposes harassing or discriminatory conduct.

Section 5. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA).

Section 6. In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by Tutor Associates with respect to work schedule, job duties or any other term or condition of employment shall not be precedential or generally applicable (i.e, in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation).

Management team members, assigned by Tutor Associates to address reasonable accommodation requests, will have the necessary training to ensure full compliance with the ADA.

### **ARTICLE 30 - LEAVE OF ABSENCE**

Section 1. Upon return from an approved leave of absence employees shall be reinstated to their former job title and rate of pay. Employees understand that due to the needs of student programs that there is no responsibility on the part of Tutor Associates to reassign them to any of their former programs.

Section 2. Unless otherwise stated in this Article, the Employee leave benefits shall follow the Employer Handbook dated 2024 (attached herein as Exhibit A) in accordance with New York City Law.

Section 3. Bereavement Leave. Should an employee experience a death or loss in their family or of someone for which the employee could provide demonstrable evidence of close ties, they may use accrued NY ESSTA time to care for a grieving family member. Total time off for bereavement, inclusive of ESSTA time, shall be eight (8) days.

**ARTICLE 31 - EFFECTIVE DATES, DURATIONS, AND RENEWAL**

This agreement shall be in full force and effect for the period commencing September 1, 2025 and ending at 11:59 p.m. on June 30, 2028. The Union and Tutor Associates agree to jointly enter into discussions relative to a renewal of this agreement no later than the ninetieth (90th) day immediately preceding the termination date of this agreement, provided that neither party shall be obligated to enter into negotiations sooner than the one-hundred fiftieth (150) day immediately preceding the termination date of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

**Communications Workers of America  
America, Local 1180**



\_\_\_\_\_  
**Gloria Middleton, President**

12/19/2025

\_\_\_\_\_  
**Date**

**Tutor Associates LLC**



\_\_\_\_\_  
**Gordon Smith, Owner**

12/22/2025

\_\_\_\_\_  
**Date**

**Communication Workers of  
America, District 1**



\_\_\_\_\_  
**Steve Delanni**

12/16/2025

\_\_\_\_\_  
**Date**

## EXHIBIT A – ACADEMIC HONESTY POLICY

Tutor Associates must operate under academic honesty at all times with all clients, students, teachers, tutors, staff, and proctors.

Intentional academic dishonesty of any kind is considered grounds for immediate termination. Purposefully misleading families, Program Directors, or Managers, about academic honesty is also considered grounds for immediate termination. Thorough investigations following acts of academic dishonesty will be used to determine degree of intent.

Tutors and Proctors are expected to communicate immediately with Program Directors, and Managers about any unethical or questionable requests made by anybody, including students and parents, surrounding academic honesty and to close all loops in order to keep the team abreast of the situation at hand. Should an unethical or questionable request be made, a Tutor or Proctor shall email the PD, and CC Sasha, Lindsay and the Tutor Team as soon as practicable. Program Directors, and Managers will address the situation in conjunction with the employee, and keep any involved employees informed of the outcome.

Academic dishonesty includes, but is not limited to, the following categories and examples:

### Tests & Homework

- Completing homework for students (i.e. executing the exact questions / problems / written assignment without any involvement from the student).
  - Tutors are encouraged to use the Socratic Method and modeling other examples to help students with homework.
- Taking tests or quizzes in school or at home for students
  - If it is unclear as to whether or not a homework assignment is actually an at-home test or quiz, tutors are expected to use due diligence in seeking clarity and record due diligence efforts in session receipts. Due diligence includes the following:
    - Ask the student to see the full assignment (which might necessitate screen-sharing for remote sessions if a shareable PDF of the assignment cannot be emailed to the tutor).
    - If a written version of the assignment doesn't exist, ask the student or parents for clarification and record understanding via session receipt post-session.
    - If the school uses online resources for curriculum (example: Delta Math and other online math platforms), and it is unclear if the assigned work is homework or quizzes, ask the parents for clarification and record understanding in the session receipt.
  - If a tutor is unable to clarify with the student or parents whether or not the homework is an at-home test or quiz during a session, they should not engage in completion of the assignment.
  - Tutors are additionally and otherwise expected to follow the above-referenced communication instructions once the session is over. This includes flagging (in a separate email – not just a session receipt – to the PD) any issues encountered (despite due diligence efforts) in confirming whether something is a homework assignment or an at-home test.

- Helping students with at-home tests or test corrections intended for a grade adjustment in the absence of explicit written permission from the teacher or school to the parents
  - When test corrections are intended for a grade adjustment and there is no explicit permission allowing a tutor to help, it is ok to review similar material before leaving the student to complete the actual corrections on their own.
  - When test corrections that are not meant for a grade (i.e. corrections that are intended merely for the student to learn from their mistakes), it is ok to help the student.
- Helping students devise a plan to cheat on a homework assignment, test, quiz, project or paper in school
- Relaying official test content after sitting for an official test
- Logging answers or notes in calculators to use during quizzes or tests in school
  - Use of a calculator’s built-in program function on tests in school must be in alignment with the policies of the school and teacher.
  - Use of a calculator’s built-in program function on a standardized exam (i.e. SAT, ACT, etc.) is expected to be in alignment with the test’s current calculator policies.

### Written Work & Technology

- Writing any aspect of a final draft or a draft turned in to a teacher for review or grading or deciding on the topic of a paper without being led by the student.
  - Dictation is allowed. When dictation is used to help a student with written work, the tutor is expected to note usage of this tool in the session receipt. Tutors are also expected to use their own Google Drive accounts for dictation and make clear in the document that dictation has been used. Any dictation that happened during a session can be shared with the student via email or directly in Drive.
- Manipulating edit history on work with students to make it look like they didn’t work with a tutor
  - Example: Changing the name on a tutor’s email account to a student’s name so that revisions are tracked as though the student made them
  - Example: Logging into a student’s account and making revisions for them.
- A Tutor or Proctor’s unauthorized or inappropriate use of AI.
  - Using AI as a tool to help a student complete assignments when the use of AI is not allowed by the school.
    - If it is unclear as to whether or not a school allows students to use AI and to what extent, tutors are expected to use due diligence in seeking clarity on the school’s AI policy and record due diligence in session receipts. Due diligence includes the following:
      - ♦ Ask the student or parent what the school’s AI policy is
      - ♦ Check with TA to see if the company has any institutional knowledge about the school’s AI policy<sup>1</sup>

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<sup>1</sup> Tutors who suspect that a Student has used AI inappropriately should notify the Program Director as soon as practicable.

- Tutors are welcome to use AI in their preparation for sessions, including the following:
  - Creation of worksheets to use with students
  - To get a breakdown of a concept they want to work on with a student

Outside of explicitly writing for the student or deceptively using technology to make it look like a student did the work, Tutor Associates acknowledges that other elements involved in helping students with written work can feel tricky to navigate in some programs. Here are some tips for how tutors can help students incrementally work through the process of becoming a more advanced writer without doing the work for them. And, as a reminder, tutors can click [here](#) to review all best practices and examples for these moments.

- Model sentence structure for grammar instruction
- Leave comments on what should be edited and why in Google docs without actually completing the edits for the student
- Model essay structure by providing outlining guidance
- Model essay structure, theses, citations, and/or transitions
- Type verbatim what the student dictates (during brainstorming and drafting) for the student to review
- Use the Socratic method

Tutor Associates also acknowledges that technology can sometimes present some challenges, most notably when a school requires that all work be done directly in the student's Google Drive. When this is the case, tutors are expected to ask the student to screenshare in order to see what is happening in the student's account unless the school or parent has given written permission for the tutor to directly access the student's account.

Of course, diligent communication about what a tutor is doing, and when, with a student on any given writing assignment is vital for clarity and openness surrounding academic honesty. PDs and the Tutor Team are here to help guide tutors through this process if they have *any* questions or concerns in regards to the how-to (TT) and aligning expectations with any particular family (PDs).