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1. To Be Completed Prior to Tutoring

- A. Fingerprinting & Background checks for all non district employee(s)
- B. Our Smart Place mandatory employee instructor training
- C. Federal Government; W-4
- D. Federal Government; I-9, Employment Eligibility Verification
- E. Our Smart Place Manual/Contract
- F. Copies of Driver License, Social Security Card, and Auto Policy (w/ coverage over \$300)

2. Accident & Incident Procedures

- First Response: Always treat the injured person (call 911, if injuries are serious and life threatening)
- Second Response: Notify the student's parent(s)/guardian
- Third Response: Notify Our Smart Place
- Fourth Response: Document the incident on the OSP Student Accident form

3. Child Abuse Reporting Procedure

Each employee is required to report any form of student abuse to the State at 1-800-422-4453 and Our Smart Place. Additional information can be found at www.childwelfare.gov

4. Emergency Procedures

- A. **Code Yellow:** Lock Doors and continue tutoring
- B. **Code Red:** Lock Doors and move away from windows and door (Do not admit anyone.)
- C. **Severe Weather :** Move away from windows



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5. Procedures for Managing Disruptive Students

Disruption from students will not be tolerated. Use the steps below to address student behavior. Regardless of poor behavior, students are not to be abandoned during tutoring sessions. Each employee agrees to accept full responsibility for students assigned to them during tutoring sessions.

- A. First Offense: Contact parent (this intervention must be documented and dated by the tutor with the time and name of the person the tutor spoke with)
- B. Second Offense: Contact parent (this intervention must be documented and dated by the tutor with the time and name of the person the tutor spoke with)
- C. Third Offense: Contact Our Smart Place (please be prepared to share and discuss documentation)

6. Procedures for Tutor Cancellation

Tutors must notify parent(s) prior to tutoring session if they are unable to tutor. Next, contact an OSP administrator: Homer Gary 425-3886.

- A. Tutors: If a tutor is sick or unable to provide tutoring services, please contact Our Smart Place at least eight hours in advance so arrangements can be made. If the tutor fails to notify an OSP administrator twice regarding absenteeism, this could result in termination. *There are no paid sick days.*
- B. Students: Tutors are responsible for asking parents to contact them when their child cannot attend a session. After the second student absence, please notify Our Smart Place. Employees are not obligated to report to scheduled sessions if their student is absent. *Employees are not paid when the student is not in attendance.*

7. Contact Information; Folder Items

Every student's emergency contact information is kept in student's folder and must be with tutor during all tutoring sessions.



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8. Monthly Attendance Roster; Folder Items

- A. Parent(s), tutors, and substitute tutors must sign and date attendance roster. (Primary tutor signs on the line. Substitute tutor would sign and date below the signature line)
- B. Our Smart Place does not pay tutors for the submission of incomplete or incorrect attendance rosters.
- C. All attendance rosters must be turned in no later than the 3rd of each month. Payment for the month will be denied if attendance roster is not in on time.
- D. Tutoring times should only include the actual tutoring time and must be exact times. Do not include homework and snack times.
- E. Must have permission from the parent/guardian to release student to anyone other than the parent/guardian.
- F. The person the student is released to after tutoring must sign his/her full name after each day of tutoring on the day service is provided.
- G. If the parent/guardian has given written permission for the student to walk home, then the student should sign his/her own name.

9. Learning Check Calendar; Folder Items

- A. Displays the content and the time frame skills must be taught to the student

10. Curriculum

- A. Our Smart Place provides tutoring for Math, and Reading.
- B. All books provided by Our Smart Plane and student materials must be returned to Our Smart Place after the tutoring sessions are complete.
- C. Students are not allowed to write in any books used by Our Smart Place

11. Tutoring

- A. Parents must be present during any in-home sessions and doors must remain open during entire in-home tutoring session.
- B. While tutoring, all tutors are required to have: Emergency Contact Numbers, Attendance Roster.
- C. Tutors are responsible for keeping track of tutoring hours with each student. *Our Smart Place will not pay for any hours over the allocated time.*



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- D. Tutors are responsible for keeping track of remaining tutoring sessions with each student. *Our Smart Place will not pay for any sessions over the allocated time indicated on student SLP.*
- E. While tutoring, tutors may use curriculum provided by Our Smart Place. Tutors may also bring their own materials.
- F. Tutors are required to maintain contact with parents and know when students will not be present. *Our Smart Place will not pay for days student is a no show.*
- G. Tutors must contact parents when students miss without prior notification. *Contact Our Smart Place after the second offense.*

12. Tutoring (on-site, public-site, in-home)

- A. Tutor is responsible for assuring student(s) are accounted for before tutoring session begins.
- B. After tutoring sessions, tutor must release student(s) only to parent/guardian located on student's SLP at the school's or site's designated area.
- C. Tutor must have parent sign attendance roster once they arrive.
- D. Must have permission from parent/guardian of the student to release them to anyone other than who is indicated on the SLP.
- E. The person picking up the student after tutoring must also sign his/her full name after each session the student is released to him/her.
- F. If the parent/guardian has given written permission for the student to walk home, then the student should sign his/her own name.
- G. Tutor is responsible for getting student folders, with necessary materials inside, to site supervisor or coordinator at designated times.

13. Attendance Roster

- A. Attendance Rosters must be received by Our Smart Place no later than the 3rd of each month. *Failure to do so may result in no payment for that month of service.*
- B. Attendance Roster can be receive (by):
 - 1. Electronically www.tutor@oursmartplace.com
 - 2. Submitting to site supervisor or coordinator with student folders.
 - 3. Text message with attachment to 352-425-3886.



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14. Pay

- A. Wages: Employees will be paid once per month.
- B. Paychecks: Are processed and sent out no later than the 25th of the following month services were rendered. Checks are delivered (by):
 - 1. Manually
 - 2. Mail
 - 3. Direct Deposit
- C. Taxes: In regulation with the IRS we are required to take out earned income for taxes which is collected and reported to the IRS. The taxes taken out will be as followed:
 - 1. Federal Withholding
 - 2. Fica/SS
 - 3. Medicare

15. Training

All employees are required to meet with OSP administration prior to tutoring a student. During these meetings the employee will be trained on the specific needs of their student(s), our assessment tools, and OSP procedures. These are unpaid meetings. *Additional training may be required throughout the school term at employee or employers request.*

16. Work hours

- A. Days: Tutoring sessions do not take place on Holidays. The dates of these breaks will coincide with the County's Public School calendar. Adjustments can be made depending on student needs. Employees will be notified if changes are needed.
- B. Time: During the school term, Our Smart Place standard time is after school until 8:00 P.M. The hours each employee will work depends on the Student Learning Plan. Employees will be notified if changes are needed.
 - 1. Each student will be tutored for one hour sessions twice per week. Adjustments can be made depending on SLP.



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2. All employees are encouraged to pre-plan, arrive early, and setup their materials before student arrival. Please note paid time starts at scheduled time.
3. Tutor is not permitted to change the time or place of tutoring unless approved by Our Smart Place.
4. Overtime: Each student session is 1 hour per day, unless stated otherwise. *Any additional time will not be compensated.*

17. Preplanning

Each employee must master the content they are instructing. Each employee's mastery of the material is very essential for the success of our students. Our Smart Place will inform the employee in advance of the content they will be covering; however, it is the employee's responsibility to gain expert level prior to presenting material and tutoring students.

18. Marketing

Employees must only use marketing materials given by Our Smart Place for the school term services are provided. Also, employees are not allowed to give marketing materials to student during school hours or use Marion's County email to send information pertaining to Our Smart Place.

19. Dress Code

Each employee will be required to dress professionally during tutoring sessions.

20. Termination

- A. Grounds for termination include, but are not limited to the following:
1. Lack of content mastery
 2. Excessive absences
 - a. Any absence without notice will be considered for termination
 3. Tardiness



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4. Unprofessionalism
 - a. Not adhering to the dress code
 - b. Using inappropriate language or grammar
 - c. Disrespect towards students, parents/guardians, school/site employees, or OSP team members
 - d. Allegations of abuse
5. Repeated violation on articles listed above

21. Background Check

OSP strives for providing a safe environment for all students. Background checks will be performed on all Our Smart Place potential employees. OSP also contacts last employer and inquires the following: punctuality, work ethic, professionalism, reason for leaving, etc.

22. Auto Liability

Our Smart Place employees are not to transport students under any circumstance. We will not be held liable for any automobile accidents and/or causalities. For insurance purposes, a copy of each tutor's personal auto policy will need to be provided upon hiring (Limits carried must be at least 100/300).

23. Professionalism

Our Smart Place employees are expected to perform at the highest level of professionalism while showing the upmost respect for themselves and the community. A professional and neat appearance, appropriate language/grammar, and respectful mannerisms are expected skills and qualities required to remain a part of the Our Smart Place team.

24. Corporal Punishment Policy

Corporal Punishment means the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline. Our Smart Place, L.L.C. does not permit the use of Corporal Punishment under any circumstance. *Any OSP employee who uses Corporal Punishment will be immediately terminated.*



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25. Sexual Harassment

Our Smart Place, L.L.C. strives to provide a sexual harassment free workplace. Where sexual harassment has occurred, Our Smart Place, L.L.C. will act swiftly to take appropriate action to resolve the situation professionally. *Cases of Sexual Harassment should be reported to OSP administration.*

26. Confidentiality

The Federal Family Education Rights and Privacy Act (FERPA) prohibits the release of personally identifiable student information. To be in compliance with FERPA, Our Smart Place, L.L.C. forbids the publication and/or copying of personal information by unauthorized employees. All individuals who work for this entity shall be responsible for knowing the privacy regulations that apply to their work under this provision. These individuals are cautioned NOT to share data with unauthorized individuals. Each employee of Our Smart Place, L.L.C. is individually held liable to safeguard student privacy at all times.

27. Webpage

Oursmartplace.com contains helpful documents such as additional Student Rosters, current version of Employee Handbook.

28. District Employees

Instructors that work for Our Smart Place that are also Marion County Employees:

- A. Are not allowed to use school email for anything related to Our Smart Place. This violates School Board policy and may be grounds for termination with Marion County School Board.
- B. Are not allowed to tutor a student that they currently teach. This violates School Board policy and may be grounds for termination with Marion County School Board.
- C. Are not allowed to use school materials for tutoring with Our Smart Place. However, instructors are allowed to use their own materials.



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Our Smart Place L.L.C.

Homer Gary, Director 352-425-3886

The contract remains active while employed by Our Smart Place L.L.C. Employee may terminate this agreement by 14 day advance written notice received by certified mail to Our Smart Place L.L.C. Employer may terminate this agreement by a certified letter. Employer may also terminate this agreement without notice for wrongful conduct by employee.

The signatures below acknowledge you have read and agree to abide by the entire Employee Manual/Contract:

Effective the ____ day of _____, 20__ I, _____
(employee) agree to the terms and conditions as stated in the Our Smart Place, L.L.C. Employee Manual/Contract.

Employee signature_____

Home: _____

Cell: _____

Email (no school email): _____