*Jeff’s Tutoring and Writing*

*Services* *Tutoring Agreement*

This document includes the particular details regarding tutoring for minor child named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Student.

We, the undersigned, agree to the terms of this week-to-week Agreement. One week advance notice in writing is required for cancellation or any change to this Agreement.

Tutor: Jeff Siler Contact Info (call or text): 951.473.4424; email: jeffstutoring@yahoo.com

Parent Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ -- phone: (C) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; (H)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tutoring will take place at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Parent has concerns in the following area:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FEES**:

The parties agree to the following fee schedule (paid on **first** day of tutoring each week/month):

\_\_\_ 1 hour/week = $40/week

\_\_\_ 2 hours/week = $75/week

\_\_\_ 3 hours/week = $105/week

\_\_\_ 4+ hours/week = $30 per hour

\_\_\_ Up to 20 hours/month = $400 flat fee

\_\_\_ Commute fee of $\_\_\_ per session will also be included

**NOTES**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CANCELLATION OF LESSONS BY TUTOR**

The Tutor may cancel or reschedule lessons by giving at least 24 hours prior notice to the Student in which case no fees shall be incurred. In the event that a cancelled lesson was pre-paid, the Tutor shall reschedule the appointment at a time agreeable to both parties, failing which the Student shall be credited or refunded for that session.

**CANCELLATION OF LESSONS BY STUDENT**

The Student’s parent/guardian may cancel or reschedule a tutoring lesson by giving at least 24 hours prior notice to the Tutor in which case no fees will be incurred. Lessons cancelled and not rescheduled by the Student within 24 hours of a scheduled session shall be charged at the hourly rate given the agreed weekly number of hours.

**OBLIGATIONS OF THE TUTOR**

\*    The Tutor agrees to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student.

\*    The Tutor shall keep confidential all information of the Student and shall contact other parties involved in the education of the Student only if given written permission by the Student or Parent/Guardian to do so.

\*    The Tutor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Student or Parent/Guardian.

\*    The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

**OBLIGATIONS OF THE STUDENT**

\*    The Student agrees to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.

\*    The Student agrees that assignments and exercises form an integral part of tutoring and commits to completing such work in a timely manner.

**NO WARRANTIES**

The Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided.

**STATUS OF THE TUTOR**

It is expressly understood that the Student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his insurance and for all statutory declarations and contributions with regard to income tax.

**RELAXATION OF TERMS**

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

**WHOLE AGREEMENT**

This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

Signed on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

 **Tutor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (print) (sign)

**Student:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Parent/Guardian:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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