**TUTORING CONTRACT**

1. **THE PARTIES**. This Tutoring Contract made on (date) is by and between:

 Tutoring Service: (Name of School)

Parent Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tutee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of School), parent, and tutee are each referred to herein as a “Party” and collectively as the “Parties.”

1. **SERVICES**. (Name of School) agrees to provide tutoring services to the Tutee in the following subject areas: Reading or Mathematics
2. **LOCATION**: Tutoring sessions will take place in person; the Tutor and the Tutee will meet at the following location:

(Location)

1. **SCHEDULE AND FEES.** TCH Tutor will provide tutoring services to the Tutee in either Mathematics or Reading through the i-Ready Program.

**On a Fixed Schedule.** Each week after school,the TCH Tutor will meet with the Tutee at the day and times listed below:

**2 Days a week tutoring for the semester:**

34 sessions at $6.00 per session to be paid by the 5th of every month for a monthly total of $48.00 or pay the semester in full for a flat fee of $204.00

Any scheduled session that falls on a scheduled school holiday is presumed to be canceled and will not take place or result in a charge unless the parties specifically agree otherwise.

1. **TERM**. This Agreement begins with the 1st (date), and continues until (date).
2. **CANCELLATION POLICY**. The Parent may cancel a scheduled session with (TCH Coordinator Name) with 3-day notice and understands that the Tutee will still be charged for the session and no reimbursement will be given.
3. **LATENESS**. If the Tutee arrives late to a scheduled session, the Tutor is under no obligation to stay beyond the session’s scheduled end to provide the Tutee with the full session length. If the Tutee arrives more than 15 minutes late to a scheduled session, the Tutee is considered a “no show,” in which case the Tutee will be charged full price for the session regardless of whether any tutoring services are provided.
If the Tutor arrives late to a scheduled session, the Parent may choose to receive a partial refund, receive a partial credit toward a future session, or add missed time to a future session (based on tutors availability & schedule).
4. **TUTOR OBLIGATIONS.** The Tutor will provide tutoring services that meet or exceed the industry standards of tutoring for the Tutee’s age and educational level. The Tutor must maintain an understanding of the curriculum and expectations for the subject areas listed in Section II. The Tutor will treat the Tutee with courtesy and professionalism, to behave during sessions in a manner suitable for the age of the Tutee.
5. **PARENT OBLIGATIONS**. The Parent agrees to ensure that the Tutee is adequately prepared for each session, including having all books, materials, instructions, or other items necessary for tutoring services to be effective. The Parent must explain to (TCH Coordinator Name) things that are outside of the subject areas addressed in Section II but which are necessary for tutoring services to be effective that the Tutee may require.
6. **NO WARRANTY**. The (Name of School) makes no guarantees regarding results in terms of the Tutee’s grades or performance for any particular project, assignment, or class.
7. **CONFIDENTIALITY OF RECORDS.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Tutor is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit the Tutor or TCH Coordinator to disclose any Confidential Information. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The (Name of School) shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
8. **MISCELLANEOUS**. The (Name of School) and the Parent agree to the following:
	1. **Additional Services**. Any additional services (“Additional Services”) must be requested by the Parent in writing and must be agreed to by the (Name of School) Should a request for Additional Services be accepted, the Parent agrees to pay for any and all fees.
	2. **Damage to Equipment**. The Tutee/Parent will be responsible for any damage or loss to any of the (Name of School) equipment due to misuse or theft by the Tuteet.
	3. **Liability and Indemnification**. The (Name of School), employees, or Tutors will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, declining grades) with respect to any claim related to this Contract and the Services provided. The Parent indemnifies and holds harmless (Name of School), employees, or any Tutors working with the TCH Tutoring Scholarship Program against all liability related to the tutoring. The Parent will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the (Name of school), employees, or Tutors.
9. **SEVERABILITY**. Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
10. **GOVERNING LAW**. This Contract shall be construed and governed in accordance with the laws located in the State where the tutoring services are taking place.
11. **ENTIRE CONTRACT**. This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by the Parent and (Name of school).
12. **EXECUTION**. The (Name of school) and the Parent each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.

Parent Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TCH Coordinator Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TCH Coordinator Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_