



TUTORING CONTRACT

Thank you for choosing Tactical Tutors to assist your student. This document contains important information about our professional services and it explains our business policies in detail. When you electronically sign this document, it constitutes a contract between us. Please read it carefully and discuss any questions or concerns that you have before you sign it.

THE PARTIES TO THIS AGREEMENT ARE:

Tactical Tutors

47 W. Polk Street, Suite 305

Chicago, IL 60605

773-657-4440

info@tacticaltutors.com

Tactical Tutors shall assign a Tutor (Hereinafter referred to as the “Tutor”) to directly provide services to your student.

Name of Student: _____
(Hereinafter referred to as the “Student”)

Name of Parent/Guardian: _____

Home Address: _____
(Hereinafter referred to as the “Parent”)

1. Services to Be Performed

Tactical Tutors provides tutoring for elementary school, middle school, and high school students. These services are delivered in the student’s home or in public locations that are mutually convenient, like a library. We provide individualized academic support in several subjects, whether parents and students are seeking remediation, “staying ahead of the curve,” homework help, study skills and organization assistance, or standardized test preparation for admission into selective high schools and colleges.

Tutoring for some students involves online and phone-based services. Some of these contacts are very brief, like checking in through text messages that offer encouragement or reminders. Other online and phone consultations are extensive, such as tutoring through videoconferencing sessions or editing students’ work.

As part of our services, we also provide skills-based training for those students who have challenges with worry, self-doubt, or organization/attention problems that affect their school or test performance. Our tutors are highly supportive and encouraging, and use strategies that promote resilience, confidence, and effective coping. This coaching approach is different than psychotherapy. Coaching enhances skills to promote well being and academic success by using a collaborative, educational format. Coaching does not treat psychological disorders and should not be viewed as a substitute for mental health care if it is needed.

2. Responsibilities

The Tutor, Student, and Parent agree to the following terms.

The Tutor shall:

- a. Attend all scheduled tutoring sessions.
- b. Be on time for all scheduled tutoring sessions.
- c. Structure each session to optimize time to the benefit of the Student.
- d. Contact the Student and/or Parent no less than 24 hours in advance should a session need to be cancelled or rescheduled.
- e. Wait at least 15 minutes before marking the Student as a “no show.”
- f. Keep the Student’s information confidential outside of disclosures and updates to the Parent. The Tutor shall contact other parties involved in the education or well being of the Student only if given permission by the Parent to do so.
- g. The Tutor shall not assign any part of his or her duties under this contract to a third party without the permission of the Student or the Parent.
- h. The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

The Student shall:

- a. Attend all scheduled tutoring sessions.*
- b. Be on time for all scheduled tutoring sessions.*
- c. Contact the Tutor no less than 24 hours in advance should a session need to be cancelled or rescheduled.*
- d. Bring textbooks, notes, homework, and any other needed materials to each tutoring session when working on assignments from school.
- e. Inform the Tutor of any tests, assignments, essays, or projects that the Tutor requests information about in advance.*
- f. Participate actively in all aspects of the tutoring session and complete requested assignments from the Tutor between sessions.

The Parent shall:

- a. All of the above “Student Responsibilities” notated with an asterisk (*) will also be considered “Parent Responsibilities,” and the Parent shall facilitate these obligations.
- b. Determine mutually agreed upon times and locations for lessons with the Tutor.
- c. Determine the scope and focus of tutoring services in conjunction with the Tutor.
- d. Ensure that the Parent or another adult is present for all sessions, as the Tutor is not permitted to provide services to a minor without adult accompaniment.
- e. Assist in providing a suitable environment for tutoring sessions in the home (if that is the site of service delivery) that minimizes distractions.
- f. Not ask or expect the Tutor to chaperone or care for minors or guard property or their household while tutoring.
- g. Not directly contract or attempt to contract with a Tutor who renders services on behalf of Tactical Tutors within one year of such person’s rendering services for Tactical Tutors.

- h. Contact Tactical Tutors directly at 773-657-4440 if dissatisfied with the services of the Tutor to advise us of the problem.

3. Fees and Payment

Fees shall be calculated at a rate of \$72 per hour, regardless of the type of tutoring service rendered (i.e., in person sessions, online sessions, telephone consultations, electronic review of the Student's work, requested consultation with the Parent or teachers). No additional fees shall be charged for traveling within our area of service or for preparation time of the Tutor. Fees may be adjusted from time to time and shall become effective after giving the Parent thirty (30) days' written notice.

Payment in full is required before or at the time of service. Payments shall exclusively be made via credit or debit card that shall be kept on file in an electronic and secure scheduling/billing system. The Parent shall accept full responsibility for the fees for all services provided, agrees to the payment terms, and authorizes the charges on the debit/credit card that the Parent shall provide.

The only exception to this fee agreement is the Parent will not be charged for the first session of tutoring if the Parent decides not to continue services with that particular Tutor or with Tactical Tutors. The Parent must call Tactical Tutors within 24 hours after the initial session to provide such notification and can request an assignment of a different Tutor or a refund of the initial session cost at that time. This fee exception only applies to the first attended session with the initial Tutor.

In some cases, extra materials may be required for tutoring. These may include workbooks or an extra set of textbooks for the Tutor's use to better prepare for lessons. In these cases, the Parent shall incur all costs for such materials and shall directly purchase them. Consequently, those materials will be considered the Parent's property and will remain the Parent's property after tutoring lessons are completed. Any materials purchased by the Tutor shall be considered the Tutor's property and will remain the Tutor's property after lessons are completed.

All payments for tutoring shall be made to Tactical Tutors and not to the individual Tutor. Tutoring and coaching are educational services rather than health care services, so they are not eligible for submission or reimbursement through health insurance policies or health savings accounts.

Click this box to affirm that you have read and understand the terms for Fees and Payment:

4. Cancellations

The Parent or the Student may cancel a scheduled session by giving the Tutor at least 24 hours' prior notice, in which case no fees shall be incurred. The Parent or Student shall contact the Tutor directly to cancel via phone, email, or text. Cancellations with less than 24 hours' notice shall be charged the full amount of the time scheduled.

The Tutor may cancel lessons by giving 24 hours' prior notice to the Parent or Student, in which case no fees shall be incurred. In the case that a lesson was pre-paid, the Tutor shall reschedule the appointment at a time agreeable to both parties. If this is not possible, Tactical Tutors will issue a refund for the pre-paid amount.

Click this box to affirm that you have read and understand the terms for Cancellations:

5. Late Arrivals and No Shows

Fees are calculated according to the times scheduled and no adjustment shall be made for time lost because of the late arrival of the Student.

Any time lost because of the late arrival of the Tutor shall be compensated by extending a lesson by mutual agreement and by such amount of time that was lost.

No shows are lessons in which the Student does not show up to the scheduled lesson, with no notice at all to the Tutor. No shows will be treated as “cancelled lessons” in regards to payment.

Click this box to affirm that you have read and understand the terms for Late Arrivals/No Shows:

6. Authorizations

Please indicate whether you consent to each of the following, optional terms using check marks. Click on the boxes to next to those options that you shall authorize.

The Parent authorizes direct communication between the Tutor and the Student outside of regularly scheduled sessions. This permits periodic emails and text messages to provide support that will not be subject to fees because of their brevity.

The Parent authorizes the Student to directly request and/or reserve tutoring services that will be subject to fees at the standard hourly rate. This may include increasing the length of a reserved session for additional assistance, or arranging an additional session that is conducted in person, online, or via telephone.

The Parent authorizes the Tutor to access the Student’s school assignment/grade portal to monitor the Student’s performance. The Parent will provide the Tutor with the log-on information, user name, and password for this purpose.

The Parent authorizes the Tutor to contact or communicate with the Student’s school and teachers. It is the Parent’s responsibility to provide appropriate contact information. Further, the Parent may need to inform the teacher that he or she would like them to communicate with the Tutor. Note that teachers are not obligated to communicate with the Tutor and may not necessarily agree to do so.

7. Termination of Services

Either party may terminate this tutoring contract at any time by giving the other party seven (7) days’ prior notice via email or phone call.

8. No Warranties/Indemnification

While Tactical Tutors is confident in the skills and abilities of our tutors, we make no promises or warranties with regard to the Student’s performance as a result of any service provided.

The Parent and Student agree to indemnify and hold harmless the Tutor and Tactical Tutors from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against the Tutor or Tactical Tutors from their acts or omissions.

9. 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 or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

10. Minors

Where the Student is a legal minor, the Parent shall enter into this contract on behalf of the Student and shall accept and agree to all of the terms and conditions contained herein on behalf of the Student.

11. 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.

12. Signatures

This contract shall be signed by an electronic or digital signature. All parties agree to the above terms and conditions.

By: _____ (Director's Signature) Date: _____
On behalf of Tactical Tutors and the Tutor

By: _____ (Parent's Signature) Date: _____
On behalf of the Parent and the Student