

# Tutor-Student Agreement

This agreement is made between Tutor (Mike Mossey, 460 S. Oakland Ave, Pasadena, CA, 91101, [mike@learnwithmikemossey.com](mailto:mike@learnwithmikemossey.com), (626) 710-8663) and Student or Parent/Guardian if Student is a minor.

## Adult Students

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

Address (optional if tutoring will be done online):  
\_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

## Minor Students

Name of Parent or Legal Guardian: \_\_\_\_\_

Address of Parent/Guardian:  
\_\_\_\_\_

Is this the address where in-person tutoring will take place? [ ] yes [ ] no

If no, list address where tutoring will take place: \_\_\_\_\_

Phone number of Parent/Guardian: \_\_\_\_\_

Email of Parent/Guardian: \_\_\_\_\_

## FEES AND PAYMENT

Base fee of Tutor for this agreement is \$\_/hour.

### Travel Fees (In-Person Tutoring)

For areas within 7 miles of Tutor's home, there will be no travel fee. For areas beyond that, a travel fee of \$40 per hour will be charged.

### Payment Terms

Tutor will invoice the responsible party by email or text message at an agreed-upon interval. Generally Tutor expects payment upon completion of a tutoring session for new students and

invoices established students monthly. Payment can be made by cash, Venmo, or Paypal, or bank transfer and is due immediately.

Name of person responsible for the payment of fees:

\_\_\_\_\_

## **DURATION AND SCHEDULE OF LESSONS**

All lessons will be 1 hour unless previously arranged otherwise. For minor Students, 5 minutes of this time will be reserved for scheduling or discussing progress with the Parent/Guardian.

## **CANCELLATIONS**

### Cancellation by Student

If Student or Parent/Guardian notifies Tutor of cancellation with at least 24 hours' notice, no fees will be incurred.

Cancellations without 24 hours' notice will be charged the full rate.

There are 2 ways that cancellation without 24 hours notice is allowed.

- If Student or Parent/Guardian cancels due to an unforeseeable situation, such as an emergency or illness, no fees will be incurred.
- If lesson can be rescheduled within 2 days of original appointment, no fees will be incurred. For non-emergency sessions, this option can only be used around once per month.

Canceling or rescheduling too frequently may be cause for Tutor to end services.

### Cancellation by Tutor

If the Tutor cancels (due to an unforeseeable situation, such as emergency or illness), no fees will be due.

## **LATE ARRIVAL**

No adjustment to fees shall be made for time lost because of late arrival of the Student. In online sessions, this means logging in late.

Any lost time because of the late arrival of the Tutor will be compensated for by extending the lesson by the amount of time that was lost. Whether time is added to the current lesson or a future one is to be mutually agreed upon by the Student and Tutor.

## **SOFTWARE SETUP**

The Tutor will provide free extra time in the first few lessons to set up teleprogramming software. This may take up to 20 minutes. After the setup time, Tutor will provide a lesson for the agreed-upon duration.

### **TECHNICAL PROBLEMS GUARANTEE**

If an online lesson cannot proceed due a technical difficulty, the Tutor may end the lesson early. The lesson fee will be prorated by the time for which the software was working. Technical difficulties include:

- Lost video or phone connection or bad connection with poor or intermittent sound or video.
- The teleprogramming software isn't working.

### **OBLIGATIONS OF THE TUTOR**

- The Tutor will show up to the lessons prepared and will structure lessons in such a way as to optimize time to the benefit of the Student.
- The Tutor will keep confidential all Student information and will contact other parties involved in the education of the Student only if given written permission by the Student or Parent/Guardian.
- The Tutor will not assign any of his duties or obligations under this tutoring contract to a third party without the written permission of the Student or Parent/Guardian.
- The Tutor will use every available tool and option to improve the performance of the Student, will collaborate with the Parent/Guardian or Student's teachers when given permission, and will make recommendations for other sources of help.

### **OBLIGATIONS OF THE STUDENT**

- The Student or Parent/Guardian will help the Tutor identify problem areas in which the Student needs specific tutoring.
- The Student agrees that assignments, exercises, or homework are an integral part of tutoring and will make a good faith effort to complete such work in a timely manner. Student not making a good faith effort may result in Tutor ending services.

### **NO GUARANTEE OF OUTCOME**

Although the Tutor will do everything in his power to ensure a successful outcome of tutoring, such as better grades or a high score on a standardized test, there are many factors outside his control that can prevent a good outcome. Therefore, no guarantee of success is made.

### **EXECUTION OF HOMEWORK OR TESTS**

The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student. The Tutor is willing to work with the Student to guide them in completion of

homework only as long as Tutor feels they are making a good faith effort to understand it themselves.

### **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.

### **TERMINATION**

Both Student and Tutor have the right to terminate services at any time.

### **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.

### **MINORS**

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

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

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

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

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

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on behalf of  
the Student who is a legal minor.

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

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_