

# STAR STUDENT TUTORING™ CONTRACT

[HTTP://WWW.SHENNINGSEN.COM/SHENNINGSEN/TUTORING.HTML](http://www.shenningsen.com/shenningsen/tutoring.html)

## THE PARTIES TO THIS AGREEMENT ARE:

Tutor Name		Client Name (Parent's name if student is under age 18)	
<i>Sheri Henningsen - Star Student Tutoring™</i>			
Address		Student Name (If student is under age 18)	Grade level
<i>13473 Parkview Terrace</i>			
City, State, Zip		Address	
<i>Chino Hills, CA 91709</i>			
Phone	Email	Phone	Email
909-732-0588	<a href="mailto:shenningsen@mac.com">shenningsen@mac.com</a>		
(Hereinafter referred to as the "Tutor")		(Hereinafter referred to as the "Student")	

Whereas the Tutor shall provide tutoring to the Student in the following subject(s): **Reading / Writing / Math / Science Social Studies / Test Prep / \_\_\_\_\_** at the following location: \_\_\_\_\_.

### FEES PAYABLE TO THE TUTOR

Fees shall be calculated at a starting rate of \$ 30.00 dollars per hour of tutoring (grades 1-3), \$ 35.00 dollars per hour of tutoring (grades 4-6). No further fees shall be charged for traveling or preparation time of the Tutor. Fees may be adjusted from time to time and shall become effective after having given the Student seven days written notice.

### PAYMENT

At the completion of the first introductory one hour session and thereafter, prepayment is immediately required for the next scheduled appointment to ensure a reservation. For an unreserved session arranged less than 48 hours in advance, payment is expected at the end of the session. Any session scheduled more than 48 hours in advance requires prepayment. Payment may be accepted in the form of cash, check (made payable to Sheri Henningsen), or Internet transfer via PayPal. The following person is responsible for payment of fees:

\_\_\_\_\_ .

### SCHEDULE OF LESSONS

Tutoring charged at the rate of \$ 30.00 (grades 1-3) or \$ 35.00 (grades 4-6) dollars per hour shall commence on \_\_\_\_/\_\_\_\_/\_\_\_\_ (month/day/year) and thereafter on an *ad hoc* basis as mutually agreed upon by Tutor and Student.

### CANCELLATION AND REFUND

The Student may cancel a prepaid session up to one half hour before the scheduled time for reasons of an emergency or sickness and receive a refund or apply that payment to a future session. Lessons not attended for any other reason by the student without giving 48 hours prior notice to the Tutor shall be charged at the full rate. If the Tutor cancels a session for any reason and at any time prior to the start of the session, the Tutor agrees to refund the Student payment of that prepaid session or to apply that payment to a future session that the Tutor and Student agree upon.

### LATE ARRIVAL AND CHANGE OF SCHEDULE

Fees are calculated according to the scheduled time agreed upon by the Tutor and Student. No adjustment to fees shall be made for time lost because of late arrival by the Student or by early termination of session by the Student. Any lost time because of the late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement and by such amount of time that was lost. The Tutor agrees to wait fifteen minutes from the time of the scheduled session for the Student's arrival before leaving and considering that session canceled without sufficient prior notice and therefore subject to the terms set forth in the CANCELLATION AND REFUND policy. A session may be rescheduled for a mutually agreeable different time the same day with no penalty when either party notifies the other within one half hour of the scheduled session. If no agreeable time can be found that day, the session will be considered canceled without sufficient prior notice and be subject to the terms set forth in the CANCELLATION AND REFUND policy.

Tutor Initials \_\_\_\_\_

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Student (Parent) Initials \_\_\_\_\_

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## OBLIGATIONS OF THE TUTOR

- The Tutor undertakes 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 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.
- 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 undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.
- The Student agrees to provide his/her own materials needed for each tutoring session (e.g. paper, pencil, etc.).
- If Student is under age 18, the parent (or an adult approved by the parent) must be on the premises during sessions. If no adult is present, then the session will be considered canceled (or delayed until an adult arrives) and subject to the corresponding policies as stated in this contract.
- Students with daily agendas (provided by the school) will have the agenda at each session.

## 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/her insurance and for all statutory declarations and contributions with regard to income tax.

## TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party seven days prior written notice.

## 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 tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

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Tutor Signature

Date

Student Signature

Date

(or Parent Signature if Student is under age 18)