



**TUTORING AGREEMENT** Dated\_\_\_\_\_

**BETWEEN**

**MAXWELL'S MANDARIN CHINESE SCHOOL (MMCS)**

TEACHER JENNA

(415) 601 9798

Email: [Info@maxwellsmandarinchineseschool.com](mailto:Info@maxwellsmandarinchineseschool.com)

Website: <http://www.maxwellsmandarinchineseschool.com>

(Hereinafter referred to as the "Tutor")

**- and -**

[PARENT NAME\_\_\_\_\_]

[CHILD'S NAME\_\_\_\_\_]

[STUDENT'S ADDRESS\_\_\_\_\_]

(Hereinafter referred to as the "Student")

(Tutor and Student are collectively the "Parties")

**IN CONSIDERATION** of the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration the Parties acknowledge, the Student receives tutoring sessions (the "Session" or "Sessions") from the Tutor on the following terms:

## **Fees Payable to the Tutor**

Fees shall be calculated at a rate of :

1. \$2560 dollars for 32-hour package two-month bi-weekly lessons at a rate of \$80/hour.\_\_\_\_\_
2. \$1360 dollars for 16-hour package two-month weekly lessons at a rate of \$85/hour.\_\_\_\_\_
3. \$180 dollars for 2-hour lesson at a rate of \$90/hour. \_\_\_\_\_

4. \$100 dollars for 1-hour lesson. \_\_\_\_\_
5. No further fees shall be charged for traveling or preparation time of the Tutor for Sessions conducted within 5 miles of Preston Hollow, Highland Park and University Park vicinity. However, book and Chinese stationery fees may apply.

## **Payment**

The Student is responsible for payment of fees. Payment is due at the beginning of the Session or, when 2 or more Sessions are scheduled, payment shall be made in advance for all the scheduled Sessions. Accepted methods of payment: Cash, Check, Paypal, or Other.

## **Schedule of Sessions**

Tutoring shall commence on the [STARTING DATE \_\_\_\_\_] and thereafter on an ad hoc basis mutually agreed upon by Tutor and Student. Each Session shall have a duration of approximately sixty (60) minutes. Two hour sessions may have a break of (15) minutes in between.

## **Cancellation of Sessions by Student**

All cancellations shall be done using the following email: info@maxwellsmandarinchineseschool.com. The Student may cancel payment by giving at least 24 hours prior notice to the Tutor in which case no payment fees will be incurred. Sessions not attended by the Student without giving 24 hours prior notice to the Tutor shall be charged at the full rate without a discount or refund for the missed Session(s).

## **Cancellation of Sessions by Tutor**

The Tutor may cancel Sessions by giving 24 hours prior notice to the Student in which case no payment fees shall be incurred. Where a Session was prepaid, the Tutor shall reschedule the appointment at a time agreeable to both parties, failing which the Student shall be refunded with such a missed Session payment fee.

## **Obligation of the Tutor**

1. The Tutor shall at no time be required or obligated to execute homework or assignments on behalf of the Student.
2. The Tutor undertakes to review material to be covered prior to each Session and to structure Sessions in such a way as to optimize time to the benefit of the Student.
3. 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.

## **Obligation of the Student**

1. The Student shall assist the Tutor in identifying problem areas in which the Student needs specific tutoring.
2. The Student agrees to provide his or her own materials needed for each Session (e.g. books, notes, calculator, paper, other relevant study material, etc.).
3. The Student agrees to participate actively, ask questions, complete practice problems, etc.
4. The Student shall not bring friends to Sessions —they must request services first!

## **No Warranties**

While the Tutor is confident in his/her skills and teaching ability, the Tutor makes no promises or warranties with regard 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**

Either party may terminate the Agreement at any time by giving the other party seven (7) days prior 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 Agreement on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

## **Student Privacy and Confidentiality Policy**

All of MMCS students' records, personal information and tutors' interaction with students must be kept confidential.

## **Governing Law**

The terms of this Agreement shall be governed by and construed in accordance with the laws of Dallas, Texas, United States.

## **General**

The Student shall pay all reasonable attorney and other fees, the expenses and costs incurred by the Tutor in protecting his/her rights under this Agreement and for any action taken by the Tutor to collect any amounts due the Tutor under this Agreement.

## **Signatures:**

Student/Parent \_\_\_\_\_ Date \_\_\_\_\_

Tutor \_\_\_\_\_ Date \_\_\_\_\_