



Tutoring Agreement 2025/2026 School Year

Parties to the Agreement

This **Tutoring Agreement** is entered into on the date of signing below, by and between the following parties:

Tutor:

Name: *Ali Tozer or Designated SPS Tutor LLC Staff Member*

Contact: Ali Tozer, Owner

Phone: (941) 412-7947

Email: atozer@spstutor.com

(Hereinafter referred to as the “Tutor”)

Student:

Name: _____

Address: _____

Phone: _____

Email: _____

(Hereinafter referred to as the “Student”)

Parent/Guardian (if Student is a minor):

Name: _____

Address: _____

Phone: _____

Email: _____

(Hereinafter referred to as the “Parent”)

For the purposes of this Agreement, the Student and Parent/Guardian (if applicable) will collectively be referred to as the “Client.”

Prices Effective August 1, 2025 After reviewing the pricing schedule listed on our website, please indicate the tutoring services you are seeking by completing the table below:

On the left select what service level you have opted for & to the right check which service you are opting for

Service Level	Service Type	Check Here
	K-8 Tutoring+ Grade Monitoring & Teacher Communication	
	9-12 Tutoring+ Grade Monitoring & Teacher Communication	
	SAT or ACT or CLT Test Prep	
	Standard Tutoring for College Coursework/ AP/ DE	
	Private Teaching	
	Educational Advocate Services	
	In-Home Travel Fee	
	After hours or weekend appointments	
	Homeschool Evaluation	
	Other: _____	

No additional fees will be charged for travel or preparation time unless explicitly stated otherwise.

INITIAL SESSION

The inaugural tutoring session will serve as an opportunity for the Tutor to familiarize themselves with the Student and conduct an initial assessment. The purpose of this initial meeting is to ensure that all parties involved have a clear understanding of the Student's needs, the established goals, and the governing policies of the tutoring sessions. The key areas of focus during this session may comprise, but are not limited to:

- Identification of the Student's learning needs and strengths.
- Determination of the structure of sessions - whether they will be based on homework assistance or provide supplementary instruction.
- Scheduling regular tutoring sessions, inclusive of establishing the time, day, and duration (options being 1 hour, 1.5 hours, or 2 hours).
- Review of the policies and procedures by both the Tutor and the Student.
- Preparations for the first tutoring session. The Student is expected to bring along:
 - a. Copies of recent report cards.
 - b. Copies of recent student work or tests that demonstrate both strengths and areas needing improvement.

BILLING POLICY

All tutoring sessions must be paid for in advance in order to be held. Once a session is booked and paid for, it is non-refundable. Sessions may be rescheduled with a minimum of 24 hours' notice, and must be rescheduled within 30 days of cancellation. Refunds will not be issued for cancellations. For clients who wish to maintain recurring weekly time slots, payment for those sessions must be made by the 1st of each month. Failure to pay by this deadline may result in the release of your recurring time slot to another client. All clients will now be billed on a monthly basis, based on the number of sessions scheduled for that month. Our firm accepts various methods of payment for your convenience.

- Zelle: This method does not incur any additional charges. Please make the payment to the following number: (941) 412-7947.

- Apple Pay: This method comes with an applicable transaction fee of 1.5% that you must attach to your payment. Please send the payment to the same number as provided for Zelle: (941) 412-7947.
- PayPal: For payments via PayPal, please note that a transaction fee of 3.5% applies that you must attach to your payment. Kindly direct your payment to the following PayPal link: paypal.me/atozer91.

Please ensure that the chosen payment method aligns with your preference and that the transaction fee, where applicable, is added to your total payment.

STEP UP FOR STUDENTS POLICY

Clients utilizing Step Up for Students funding (including payments processed through EMA) should note that the self-pay rates published on our website do not apply. All Step Up clients will be billed according to the hourly rates established by the Step Up/EMA system. Clients receiving Step Up funding are automatically placed under the Platinum service level and may select either in-person sessions or virtual FOCUS sessions, depending on grade level and availability:

- Grades K–5: Eligible for either in-person or virtual FOCUS sessions.
- Grades 6–12: Automatically assigned to a Gold-level virtual tutor unless otherwise approved.

In some cases, students in grades 6–12 may be transitioned to in-person sessions with a Platinum-level tutor, but this decision is made at the discretion of SPS Tutor LLC owner, Ali Tozer, and is subject to staff availability and student-specific needs.

SCHEDULE OF LESSONS

Tutoring services are expected to begin with the start of the 2025–2026 academic year and will continue as needed through May 28, 2026. While this agreement outlines the intended scope of services, either party may discontinue services at any time with a minimum of 24 hours' advance written notice to terminate the agreement. Lesson schedules may be adjusted to accommodate the needs of the client or tutor. Any proposed changes must be submitted in writing with at least 24 hours' notice via email to atozer@spstutor.com or text message to (941) 412-7947. A confirmation response will be sent upon receipt. If no confirmation is received, clients are advised to follow up to ensure the message was delivered. Students enrolled in recurring weekly sessions should note that these time slots are not guaranteed long-term and may be adjusted with a minimum of 24 hours' notice due to scheduling demands or tutor availability. This policy allows our team to remain flexible and responsive to changes while continuing to meet the academic needs of all students.

SERVICE LEVELS

Clients may select from one of the following service tiers:

- Gold – Virtual FOCUS sessions conducted by any member of our qualified tutoring staff.
- Platinum – In-person sessions at our office conducted by members of our staff, based on availability.
- Elite Platinum – Personalized FOCUS sessions conducted directly by the owner of SPS Tutor LLC, Ali Tozer.

Please note: Selection of the Gold or Platinum service level does not guarantee placement with a specific tutor, although we will make every effort to honor requests to work with your preferred instructor whenever possible. Pricing is located on our website and will stay in effect until at least July 31st, 2026.

COMMUNICATION & SCHEDULE CHANGES

All schedule changes, confirmations, and important updates will be communicated via email. It is the

responsibility of the client to regularly monitor their email for any changes related to tutoring services. SPS Tutor LLC is not obligated to communicate schedule changes via text message or phone call, and failure to check or respond to email communication in a timely manner may result in missed sessions, forfeited time slots, or other scheduling conflicts. All clients are responsible for booking their tutoring appointments through the official scheduling page available on our website. Clients who wish to secure a recurring weekly time slot may do so by contacting the owner, Ali Tozer, directly at atozer@spstutor.com, as these appointments cannot be self-scheduled through the platform. The booking system allows clients to independently schedule, reschedule, or modify their appointments. All communications related to scheduling—including confirmations, changes, and reminders—will be sent to the email address on file. It is the client's responsibility to keep their contact information current and to regularly check their email. SPS Tutor LLC is not liable for missed sessions or scheduling conflicts resulting from a failure to monitor email communications. Clients who commit to the purchase of ten (10) or more sessions receive priority booking access. Calendars will open on the 25th of each month exclusively for these clients to reserve their preferred time slots for the following month. Clients are expected to log in on the 25th to take advantage of this early access. Failure to do so may result in limited availability, and no refunds or credits will be provided for sessions that were not booked in time. On the 1st of each month, the scheduling calendar opens to all remaining clients on a first-come, first-served basis. To access discounted pricing, clients must complete a separate agreement that formally commits them to the purchase of ten or more sessions. This signed contract is required before any reduced rates or priority scheduling privileges can be applied.

SESSION LENGTH

All sessions are one hour and include 55 minutes of instruction + last 5 minutes for administrative tasks by the tutor. Half-hour sessions must be booked by contacting Ali Tozer directly, and they include 25 minutes of instructional time and 5 minutes for administrative tasks..

CANCELLATION OF LESSONS BY STUDENT/PARENT

Clients (the Student and/or Parent) are permitted to cancel any pre-scheduled tutoring session, provided that a minimum of 24 hours' advance notice is given. All cancellation communications must be directed to the owner of SPS Tutor LLC, Ali Tozer, rather than the individual tutor with whom the session was booked. To properly cancel a session, the client must send written notice **via** text message to (941) 412-7947 **or** email to atozer@spstutor.com. Once this notice is received, a written confirmation will be issued by the Tutor to acknowledge the cancellation. If the cancellation is made with at least 24 hours' notice, no fees will be assessed. However, the canceled session must be rescheduled within 30 calendar days from the original session date. The makeup session must be booked through the official scheduling platform and cannot replace or overlap with any regularly scheduled session. If cancellation is made with less than 24 hours' notice, or if the student fails to attend without prior notice, the full session fee will be charged. For example, failure to provide proper notice for a two-hour session will result in the full two-hour session fee being billed, with no opportunity for rescheduling or refund.

CANCELLATION OF LESSONS BY TUTOR

The Tutor is committed to providing a minimum of 24 hours' advance notice in the event of any lesson cancellations. Should a lesson have been pre-paid, the Tutor will endeavor to reschedule the appointment at a mutually convenient time for both parties. The rescheduling of lessons can be coordinated with Ali Tozer or any other employee of SPS Tutor, with the aim of maintaining the student's progress. In the event that a mutually agreeable rescheduling time cannot be found, the Tutor will provide a refund for the pre-paid session. Please note that if a lesson is rescheduled to a Saturday due to a cancellation initiated by the Tutor, there will be no additional charge incurred. However, it is imperative to note that under no circumstances can rescheduling be facilitated on Sundays.

LATE ARRIVAL

Fees for tutoring services are determined based on the timeframe specified at the time of booking. In the event that the Student arrives late to a lesson, no amendments to the charged fee will be made to account for this lost time. If a student is 15 minute late or more for their appointment, the appointment will be considered cancelled, and refunds will not be provided. Should there be a delay in the Tutor's arrival, appropriate compensatory measures will be implemented. Such measures would entail an extension of the lesson duration equivalent to the time lost due to the Tutor's late arrival. This extension is contingent upon mutual agreement between the Tutor and the Student/Parent, ensuring fair compensation for the time delayed.

OBLIGATIONS OF THE TUTOR

- The Tutor commits to conducting all necessary preparations ahead of scheduled lessons, aiming to structure each session in a manner that maximizes the benefit to the Student.
- The Tutor will maintain the confidentiality of all Student information and shall only interact with other parties involved in the Student's education given explicit written permission from the Student. Similarly, the Parent/Student is required to provide the educational institution with written authorization permitting the Tutor to engage with the institution and its affiliates.
- Any delegation of the Tutor's duties or obligations under this agreement to a third party is strictly prohibited without obtaining written consent from the Student.
- It should be explicitly noted that the Tutor is not mandated or expected to complete homework or assignments on behalf of the Student under any circumstances. The Tutor's role is to facilitate learning and comprehension, not to complete the Student's obligations.

OBLIGATIONS OF THE STUDENT

- The Student commits to aiding the Tutor in pinpointing areas of academic struggle, wherein targeted tutoring is necessary for improved understanding and performance.
- The Student acknowledges that assignments, note taking, exercises, and homework are integral components of the tutoring process, and therefore agrees to timely completion of such assigned work.
- Moreover, the Student consents to maintaining a cooperative demeanor throughout the tutoring sessions. The Student comprehends that the Tutor reserves the right to discontinue services in the event that sufficient cooperation is not provided.

NON-COMPLIANCE & BEHAVIOR

We maintain a zero-tolerance policy for behavior issues and non-compliance. SPS Tutor LLC is responsible for providing educational support—not behavior management. If a student is disruptive, defiant, or refuses to participate in the instructional process, the tutor reserves the right to refuse services immediately and terminate the schedule of lessons. Refunds will NOT be provided if services cannot be rendered due to any of the above mentioned issues.

NO WARRANTIES

While the Tutor is committed to providing quality instruction and assistance, it should be noted that no guarantees or warranties can be made concerning the Student's performance as a consequence of the tutoring provided. The Tutor will make every effort to support the Student's academic success. However, the Student acknowledges that their own dedication, effort, and responsibility play a significant role in their academic progression.

STATUS OF THE TUTOR

It is explicitly acknowledged that the Tutor is engaged by the Student in the capacity of an independent contractor, and not as an employee. As such, the Tutor bears the sole responsibility for procuring appropriate

insurance coverage and fulfilling all obligations and contributions associated with income tax, in accordance with statutory requirements.

TERMINATION

This tutoring agreement can be dissolved by either party at any given time, given that a 24-hour advance written notice is provided to the other party in the form of a text message.

RELAXATION OF TERMS

Any relaxation, indulgence, waiver, or release of any rights stipulated in this agreement by any party on a particular occasion does not preclude the subsequent enforcement of these rights. Furthermore, it should not be construed as a waiver of any subsequent breach of any of the terms stipulated in this agreement.

WHOLE AGREEMENT

This agreement represents the complete understanding between the parties concerning the subject matter herein and supersedes all prior negotiations, discussions, or agreements. Both parties relinquish any rights to rely on any alleged provision, whether express or implied, that is not explicitly stated within this agreement. Any modification to this agreement must be documented in writing and bear the signatures of both parties to be deemed valid.

MINORS

In cases where the Student is a legal minor, the Parent/Guardian is required to enter into this tutoring agreement on behalf of the Student. The Parent/Guardian shall, thereby, affirm and agree to all the terms and conditions stipulated within this agreement on the Student's behalf. The Parent/Guardian is legally responsible for scheduling and overseeing the Student's tutoring sessions. It is the Parent/Guardian's duty to ensure the Student adheres to the lesson schedule; the tutor is not responsible for communicating attendance expectations, or meeting expectations directly to the minor.

This Agreement shall be governed by the laws of the State of Florida and the State of Tennessee. Any disputes shall be resolved in the state or federal courts located in Collier County, FL Sarasota, County, FL, Lee County, FL or Knox County, TN.

Electronic signatures shall be deemed equivalent to original signatures for all purposes under this Agreement.

Ali Tozer -Owner SPS Tutor
Signature: _____

Student Name: _____
Student Signature: _____

Parent Name: _____
Parent Signature _____

Date: _____