



# SPS TUTOR

## Tutoring Agreement 2023/2024 School Year

THE PARTIES TO THIS AGREEMENT ARE:

Name of Preferred Tutor: Ali Tozer OR \_\_\_\_\_

Contact Number and Email: Ali Tozer-Owner spstutor@yahoo.com (941) 412-7947

(Hereinafter referred to as the "Tutor")

Name of Student: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number and Email: \_\_\_\_\_

(Hereinafter referred to as the "Student")

Name of Parent/Guardian if Student is a minor: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number and Email: \_\_\_\_\_

Whereas the Tutor shall provide tutoring to the Student in the following subject areas, specify coursework below:

\_\_\_\_\_

\_\_\_\_\_

This tutoring agreement is dated \_\_\_\_\_ and is between the tutor, and \_\_\_\_\_ (Parent) \_\_\_\_\_, parent/guardian of \_\_\_\_\_ (student/students) \_\_\_\_\_ herein collectively, the student.

### FEES PAYABLE TO THE TUTOR- **Prices Effective August 01, 2023**

After reviewing the pricing schedule please select what tutoring services you are looking for.

Price	Service Type	Check Here
55/hr	Tutoring+ Grade Monitoring & Teacher Communication K-8	
60/hr	Tutoring+ Grade Monitoring & Teacher Communication 9-12	
75/hr	SAT/ACT Test Prep	
75/hr	Standard Tutoring for College Coursework/ AP/ DE	
100/hr	Private Teaching	
\$5-\$10	In-Home Travel Fee	
Time and 1/2	After hours or weekend appointments	

No further fees shall be charged for traveling or preparation time of the Tutor unless otherwise specified.

## 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. This session, along with all subsequent tutoring sessions, will take place at \_\_\_\_\_ (to be filled in accordingly). 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.

## PAYMENT

**In order to secure your appointment, it is obligatory to remit payment at the time of booking.** 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%. 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. Kindly direct your payment to the following PayPal link: [paypal.me/atozer91](https://www.paypal.me/atozer91).

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

## SCHEDULE OF LESSONS

The provision of tutoring services is anticipated to commence with the beginning of the 2023/2024 academic year and will continue throughout the year, based on necessity, until May 26, 2024. It should be noted that this agreement does not constitute a legally binding contract. As such, both parties reserve the right to discontinue the tutoring services at their discretion. The prerequisite for such termination is the provision of at least 24 hours' advance notice. The schedule of lessons is subject to adjustments according to the needs of the parent or tutor. Any proposed modifications to the schedule should be formally communicated in written form. This can be executed either via email at [spstutor@yahoo.com](mailto:spstutor@yahoo.com) or through a text message to (941) 412-7947. A response back will be given to confirm such cancellation. This flexibility ensures that the tutoring service aligns with the changing requirements of the student and/or the availability of the tutor.

## CANCELLATION OF LESSONS BY STUDENT/PARENT

The party of the Student/Parent is granted the privilege to cancel any prearranged tutoring lessons, providing a minimum notice period of 24 hours. Such notice must be given to the Tutor via text message at (941) 412-7947. Upon following this protocol, no fees associated with the cancellation will be imposed. To formalize the cancellation and ensure no charges are incurred, a written documentation in the form of a text message is

obligatory. Upon receipt of the cancellation notice, the Tutor will respond with a written confirmation to verify the cancellation request.

However, in instances where the student fails to attend a lesson without prior notice, or a cancellation is made without adhering to the 24 hours' notice guideline, the Student/Parent will be liable for the full rate associated with the services initially booked. For instance, if a 2-hour tutoring session has been booked and cancellation was not properly notified, the corresponding charge for the 2-hour service will be applied.

#### 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 full refund for the pre-paid session(s). 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. However, 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.

## 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.

Ali Tozer -Owner SPS Tutor

Signature: \_\_\_\_\_

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

Student Signature: \_\_\_\_\_

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

Parent Signature: \_\_\_\_\_