



### Parent/Student/Tutor Contract

This agreement is between \_\_\_\_\_ hereinafter the "parent" of \_\_\_\_\_ hereinafter the "student," and Robyn L. Powley, tutor hereinafter the "tutor", and defines the terms and conditions of the contractual obligations of all parties.

1. The parent agrees to \_\_\_\_ one hour tutoring sessions for the student, weekly, after school, in the family home, at the tutor's residence, or at another specified location. The tutor and the parent agree the first meeting is free of charge, and will include review of student's records and/or review of curricula and assignments. Thereafter, the base rate of one hour sessions will be \$ \_\_\_\_ per hour, plus \$ \_\_\_\_ for mileage expenses, beginning on \_\_\_\_\_. The parent agrees to pay for the first 4 (four) sessions in advance, by personal check or cash, prior to beginning the initial tutoring session. The parent agrees to make payments for tutoring sessions in bi-weekly increments, every second Thursday thereafter.
2. The parent and the tutor agree that the tutor acts as an independent contractor, and is solely responsible for payment of income taxes. The parent and tutor further agree that no sessions will be scheduled during recognized school holidays and recess periods, including, but not limited to, Winter Break, Spring Break, and teacher work days.
3. The parent further agrees to provide computer access, curriculum materials, including school texts and workbooks, pens, paper, and other materials determined necessary for the tutoring sessions. The parent agrees to ensure the student has access to the public library, and accepts responsibility for all school and/or library materials borrowed by the student.
4. The parent agrees to provide the tutor with 48 hours notice prior to cancellation of a tutoring session. Cancellation of a session less than 48 hours prior will result in full payment of the session, unless all parties agree, in writing, to waive payment due to extraordinary circumstances. The tutor agrees to provide the parent/student with 48 hours notice prior to cancellation, and will schedule a make-up session at the parent's convenience. All parties agree that the tutoring service may be terminated by either the parent or the tutor with two weeks' written notice. Changes to the tutoring schedules, either additions or subtractions require two weeks' written notice by the parent.
5. The parent agrees to complete a parental questionnaire on the student. The tutor agrees to keep detailed progress notes after all sessions, and further agrees that all matters and records pertaining to the student will be kept confidential, with the exception of matters directly pertaining to the student's health and safety, as required by law.
6. If requested by the parent, the tutor agrees to meet with teachers, administrators, or other staff specialists at the school, at the regular session cost, minimum of one hour base cost, and thereafter billed at 20 minute intervals. Correspondence to any professionals, done at the parent's request will be billed at the same rate.
7. The parent agrees that one adult family member will be present during in-home tutoring sessions; however, the parent agrees that tutoring sessions will not be interrupted.

Progress reports and other consultations will be made between the parent and the tutor during regular office hours, 9:00 am until 3:00 pm, Monday through Friday, either by phone or in person at the tutor's office/residence.

8. The student agrees to be on time and ready for all tutoring sessions. The tutor agrees to be on time and ready for all tutoring sessions. The student agrees to bring all school materials, syllabi, text books, work books, assignment sheets, and any other needed items to make tutoring possible. The student further agrees to keep to schedules and meet assignment deadlines. The student agrees to keep a portfolio of tutoring work, either in hard copy fashion or online by electronic means. The student further agrees to participate in oral or written discussion of subject matter with the tutor, either in person, via email or telephone, and to ask questions if needed, to ensure understanding subject elements and skills.
9. The tutor agrees to create lesson plans and study activities in advance of each tutoring session, individualized for the student, enhancing the curriculum of the school, using a variety of media and through integrated curricula, in order to meet specific instructional goals.
10. All parties agree that the below Student/Tutor Bill of Rights will provide the framework for tutoring:

#### **The Tutor/Student Bill of Rights**

I have the right to hear and be heard.

I have the right to offer ideas without being afraid.

I have the right to be myself.

I have the right to respect and to be respected.

I have the right to be happy or sad or frustrated (or other emotions) while tutoring or being tutored.

I have the right to not know all the answers.

I have the right to have fun.

I have the right to learn.

We, the undersigned, hereby affix our signatures to this document to signify agreement to the terms and conditions specified herein, making this contract legal and binding.

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Tutor signature/date

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Parent signature/date

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Student signature/date

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(Parent's address, email & ph #)