

# My Tutor Time Parent Contract

## My Tutor Time

This Tutor Contract (the "Agreement") is entered into on by and between My Tutor Time and the "Parent(s)" to provide individualized tutoring services for the "Student".

My Tutor Time is a small business that provides on-on-one tutoring services designed to improve students' academic performance. The Parent wishes to engage the tutoring services of My Tutor Time, and My Tutor Time wishes to provide such tutoring services to the Student. Both parties wish to set forth their respective rights and responsibilities in this Agreement.

WHEREAS, in recognition of the mutual terms and conditions set forth herein, it is hereby agreed to as follows:

**1. Nature of Agreement.** The Agreement of the parties includes the provisions of this document, and any following Appendices (collectively referred to as the "Agreement").

**2. Term and Scope of Agreement.**

**a. Commencement.** This Agreement shall commence upon the first date on which My Tutor Time performs services. To the extent that any work is performed based upon an initial verbal understanding, and that an eventual definitive written agreement is not executed, My Tutor Time is entitled to compensation for its work based upon the session rates reflected on [www.mytutortime.ca](http://www.mytutortime.ca).

**b. Term.** This Agreement shall continue in force between the Parties until the end of the school year, unless sooner terminated pursuant to the terms of this Agreement. At any time, the Parent may discontinue tutoring services. All tutoring fees must be paid; to receive a full credit for services not yet rendered, at least one week's notice must be given, stating the intent to discontinue tutoring.

**c. Services to be Performed.**

**i. Scope of Tutoring.** My Tutor Time shall provide education services in a variety of content areas and in learning-related skills such as study strategies, organization, motivation, and confidence. The Scope of Tutoring may be amended from time to time as agreed upon by the Parties.

**ii. Tutoring Sessions.**

**1. Session Length.** Tutoring sessions vary from sixty (60) minutes to one hundred and twenty (120) minutes and can be extended at the Parent(s) request, the tutor's schedule permitting.

**2. Updates.** Parent(s) will be provided with regular updates on the Student's progress.

**3. Consideration.** The rates for each session type are listed on [www.mytutortime.ca](http://www.mytutortime.ca) and include all travel time, basic tutor planning and preparation prior to each session and initial telephone and e-mail communication with parents.

**a. Extensions, Phone Tutoring, and Additional Meetings.** In-person Tutoring Extensions (e.g. adding extra time to an existing tutoring session) and Phone or Online Tutoring are billed at the Direct Instruction Rate. Extensions to in-person tutoring and phone or online tutoring (live conversation between tutor and student) are billed in 15-minute increments.

- E-mails between tutors and parents are always complimentary.

- Any sessions added after the week of billing will be charged to the following month's invoice, debited according to the sessions type and duration.

**b. Invoices.** All invoices will be generated and sent to the Parent on the 1st day of each month.

**c. Payments Due.** All tutoring fees, as outlined in the invoice, are due via e-Transfer, to alexa@mytutortime.ca, on the 7th day of each month.

**d. Late Payments.** Fees which are unpaid by the 8th of each month will be assessed a thirty dollar (\$30) late fee. This \$30 fee will be added to the following month's invoice.

**4. Non-Solicitation.** The Parent or Student shall not, during the term of this Agreement and for a period of one (1) year immediately following the termination of this Agreement, for any reason, either directly or indirectly solicit or attempt to solicit the services of any tutor(s) provided by My Tutor Time for their personal use or for any other person or entity with which Parent or Student has an association.

**5. Intellectual Property.** My Tutor Time shall own all worldwide right, title, and interest in and to any intellectual property existing or created by the tutor in the process of performing tutoring services under the Agreement.

## **6. Scheduling.**

**b. Cancellation Policy.** The Parent has the right to cancel sessions in necessary. The below fees will be assessed, depending on the time of the cancellation:

- Same-day session cancellation will render a 100% charge of the session rate
- Any other cancellation (not made on the same day of the student's session) will render a credit of 100% of the session rate to the following month's invoice.

**c. No-Show Policy.** If Student arrives more than fifteen (15) minutes late for a scheduled session, this will be considered a No-Show and the full Session Rate will be charged. It is important to note that for scheduling purposes:

- the Tutor is obligated to end the session at it's regular end time, so to be punctual for their other other scheduled sessions, and
- Tutors are not obligated to wait on an online call or at a physical location for more than 15 minutes after the start time of the scheduled session.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed individually or by its duly authorized representative effective as of the date first written.

