

TUTORING CONTRACT

1. 1. Parties

This Tutoring Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [TUTOR NAME OR TUTORING BUSINESS], located at [TUTOR ADDRESS] (the "Tutor"), and [PARENT OR GUARDIAN NAME], located at [CLIENT ADDRESS] (the "Client"). Where the student receiving tutoring is under 18 years of age, the Client is the parent or legal guardian, is the contracting party, and is personally responsible for all fees, scheduling decisions, and consents given under this Agreement. Where the student is an adult, the student and the Client may be the same person. The Tutor and the Client are referred to individually as a "Party" and together as the "Parties." Notices are effective when sent to [TUTOR EMAIL AND PHONE] and [CLIENT EMAIL AND PHONE].

2. 2. Student, Subject, and Grade Level

The Tutor will provide tutoring to [STUDENT NAME] (the "Student"), currently in grade [GRADE LEVEL] at [SCHOOL NAME]. Tutoring covers the following subject or subjects: [SUBJECTS, e.g., Algebra II, AP Chemistry, sixth grade reading comprehension, SAT mathematics and reading]. The Client will tell the Tutor about any documented learning difference, individualized education program, 504 plan, accommodation, attention or processing difficulty, or medical condition that affects how the Student learns, so that instruction can be adapted appropriately. The Tutor is not a special education specialist, a psychologist, or a diagnostician, does not evaluate or diagnose any learning or attention condition, and will refer the Client to the school or a qualified specialist where an evaluation appears warranted. Adding a new subject may change the rate and requires written agreement.

3. 3. Learning Goals and Diagnostic Assessment

Before or during the first session, the Tutor will conduct a diagnostic assessment to establish a baseline of current skills, gaps, and working pace. That assessment may include a short written test, a review of recent graded work, a practice exam, or a conversation with the Student and the Client. The learning goals for this engagement are: [LEARNING GOALS, e.g., raise the current grade in a stated course, close identified gaps in a stated skill area, prepare for a stated exam on a stated date, build independent study habits]. Goals will be reviewed at [GOAL REVIEW INTERVAL, e.g., every eight sessions] and may be adjusted in writing. The Client understands that the diagnostic result is an instructional tool, not a formal educational evaluation, and should not be used in place of testing conducted by the school or a licensed professional.

4. 4. Session Length, Frequency, and Location

Sessions run [SESSION LENGTH, e.g., 45, 60, or 90 minutes] and take place [FREQUENCY, e.g., once per week, twice per week, or as scheduled] on [DAYS AND TIMES]. Sessions are held at [LOCATION, e.g., the residence of the Client, a named public library or community space, the office of the Tutor, or an online platform such as a stated video and whiteboard tool]. For online sessions, the Client will ensure the Student has a working device, camera, microphone, reliable internet access, and any required application installed and tested before the first session. For in-person sessions, the Client will provide a quiet, well-lit work area free of distractions, including television, gaming devices, and other people passing through. The Tutor may propose a change of location or format where the current setting prevents effective instruction.

5. 5. Supervision and Adult Presence

Where the Student is a minor and sessions take place at the residence of the Client, a parent, guardian, or other responsible adult over the age of 18 will be present in the home for the full duration of each session. Sessions will

be held in a common area such as a kitchen, dining room, or living room rather than behind a closed door. Where sessions take place at a public location, the Client is responsible for transporting the Student to and from the location and for supervision before and after the session; the Tutor is not responsible for the Student outside the scheduled session time. For online sessions with a minor, a parent or guardian will be present in the home and reachable, and the Client consents to the Student meeting the Tutor by video. The Tutor will not transport the Student in a vehicle, administer any medication, or supervise the Student for any purpose beyond tutoring.

6. 6. Rates, Packages, and Payment Terms

The rate for tutoring is [RATE PER SESSION OR PER HOUR]. The Client may instead purchase a package of [PACKAGE SIZE] sessions for [PACKAGE PRICE], which must be paid in advance and used within [PACKAGE EXPIRATION, e.g., 120 days] of purchase. Travel to a location more than [TRAVEL RADIUS] from the Tutor is billed at [TRAVEL FEE]. Payment is due [PAYMENT TIMING, e.g., at the end of each session, weekly, or in advance of each package] by [PAYMENT METHOD]. Invoices not paid within [PAYMENT TERM, e.g., 10 days] carry a late charge of [LATE FEE AMOUNT OR PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Tutor may pause sessions until the balance is settled. Returned or declined payments carry a fee of [RETURNED PAYMENT FEE]. Rates may be adjusted no more than once per [RATE CHANGE FREQUENCY] on [RATE CHANGE NOTICE, e.g., 30 days] written notice.

7. 7. Cancellation, No-Show, and Tardiness

The Client may cancel or reschedule a session at no charge by giving at least [CANCELLATION NOTICE, e.g., 24 hours] notice. A session cancelled with less notice is billed at [LATE CANCELLATION CHARGE, e.g., 50 percent of the session rate]. If the Student does not appear within [NO-SHOW WAIT TIME, e.g., 15 minutes] of the start time and the Tutor has not been notified, the session is treated as a no-show and is billed in full or deducted from the package. Where the Student arrives late, the session still ends at the scheduled end time and is charged in full; the Tutor is not obliged to extend past that time because of another commitment. If the Tutor cancels, a makeup session will be offered within [MAKEUP WINDOW, e.g., 14 days] at no charge. More than [CANCELLATION LIMIT] late cancellations in any [PERIOD] allows the Tutor to release the standing time slot to another family.

8. 8. Academic Integrity and Scope of Tutoring Help

The role of the Tutor is to teach, explain, model, review, and coach the Student toward doing the work independently. The Tutor will not complete homework, problem sets, projects, lab reports, or applications for the Student, will not write or substantially rewrite essays or papers submitted for a grade, will not take or assist during any quiz, test, or standardized exam, and will not complete any assessment that a school or testing body requires the Student to complete alone. The Tutor will not participate in any activity that would violate the academic honesty policy of the school of the Student. Support with graded work is limited to explaining concepts, reviewing work already produced by the Student, teaching structure and technique, and giving feedback the Student then applies. Where the Client or the Student requests help that crosses this line, the Tutor will decline, will explain the boundary, and may end the engagement under Section 14.

9. 9. No Guarantee of Grades or Test Scores

The Tutor will apply professional skill and care and will prepare for sessions appropriately, but makes no representation, warranty, or guarantee that the Student will achieve any particular grade, grade point average, class rank, standardized test score, admission decision, scholarship, or placement outcome. Academic results depend on many factors outside the control of the Tutor, including the effort of the Student between sessions, attendance, completion of assigned practice, classroom instruction, grading practices of individual teachers, testing conditions,

and personal circumstances. Any score improvement figure, prior student result, or average outcome mentioned by the Tutor describes past experience only and is not a promise of a future result. The Client agrees that no refund, credit, or fee reduction is owed on the basis that a desired grade or score was not achieved.

10. 10. Progress Reporting and Parent Communication

The Tutor will provide the Client with a written progress update [REPORTING FREQUENCY, e.g., after every fourth session, monthly, or at the end of each package], summarizing the topics covered, the work assigned between sessions, observed progress against the learning goals, and any areas of concern. The Client will share relevant information in return, including report cards, graded assignments, teacher feedback, and upcoming test dates, so that sessions can be planned around what the Student actually faces. Communication outside sessions is handled by [COMMUNICATION CHANNEL] during [COMMUNICATION HOURS], with a response window of [RESPONSE WINDOW, e.g., one business day]. The Tutor will contact a teacher, counselor, or school directly only with prior written permission from the Client. Where the Student is an adult, the Tutor will share progress information with any third party only with written permission from the Student.

11. 11. Materials, Technology, and School Calendar

The Client is responsible for supplying the textbooks, workbooks, calculators, novels, practice test booklets, notebooks, and online course access used by the Student at school. Where the Tutor recommends an additional workbook, practice exam, or subscription, the estimated cost is [MATERIALS BUDGET], and the Tutor will obtain written approval before purchasing anything on behalf of the Client for reimbursement at cost. Materials created by the Tutor, including custom worksheets, study guides, and practice sets, remain the property of the Tutor and are licensed to the Student for personal study use only, not for copying, resale, or distribution to classmates or online. Sessions are suspended without charge on [HOLIDAY AND BREAK SCHEDULE, e.g., school holidays and district breaks] unless the Parties agree otherwise in writing. Summer scheduling, including any change in frequency or rate, will be agreed in writing before [SUMMER PLANNING DATE].

12. 12. Tutor Credentials, Background Check, and Independent Contractor Status

The Tutor represents that the qualifications stated to the Client are accurate, including [CREDENTIALS, e.g., a degree in a named field from a named institution, a state teaching certificate, subject certifications, or a stated number of years of tutoring experience]. The Tutor represents that they have completed a criminal background check dated [BACKGROUND CHECK DATE] through [SCREENING PROVIDER] and will provide a copy or the reference number on request, and that nothing in their history would legally prevent them from working with minors. The Tutor carries professional liability insurance of [LIABILITY COVERAGE AMOUNT] where applicable. The Tutor is an independent contractor and not an employee, agent, or household employee of the Client, controls the instructional methods and materials used, may tutor other students, and is solely responsible for their own taxes, licenses, and insurance. No benefits, tax withholding, or workers compensation coverage is provided by the Client.

13. 13. Student Privacy, Records, and Media Consent

The Tutor will treat all information about the Student as confidential, including grades, assessment results, assignments, diagnosed learning differences, behavior, and family circumstances, and will not disclose it to any third party without written permission from the Client, except where disclosure is required by law or by a mandatory report of suspected abuse or neglect. The Client understands that school records held by a school are governed by federal and state student privacy law and that any record the Client shares with the Tutor is shared voluntarily and at the discretion of the Client. Session notes and assessment materials will be retained for [RECORD RETENTION PERIOD, e.g., 12 months] after the engagement ends and then securely destroyed.

Online sessions will not be recorded by either Party without prior written consent. The Tutor may use the first name of the Student, a photograph, or a result in marketing only with separate written consent, which the Client may withdraw at any time for future use: [INITIALS] yes, [INITIALS] no.

14. 14. Termination, Liability, and Governing Law

Either Party may terminate this Agreement for convenience on [TERMINATION NOTICE, e.g., seven days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., five days] after written notice. The Tutor may terminate immediately where the environment is unsafe, where supervision required under Section 5 is not provided, where fees remain unpaid, or where a request is made that would breach Section 8. On termination, unused prepaid sessions are refunded at the single session rate of [SINGLE SESSION RATE] within [REFUND PERIOD, e.g., 14 days], and any balance for delivered sessions becomes immediately due. To the fullest extent permitted by law, the total liability of the Tutor will not exceed the fees paid in the [LIABILITY CAP PERIOD, e.g., three months] before the event giving rise to the claim, and neither Party is liable for indirect or consequential damages. This Agreement is governed by the laws of the State of [GOVERNING STATE], with venue in [VENUE COUNTY AND STATE], is the entire agreement between the Parties, and may be amended only in writing.

15. 15. Signatures

By signing below, each Party confirms that they have read this Agreement, understand the cancellation, academic integrity, and no-guarantee provisions, and agree to be bound as of the Effective Date. TUTOR: [TUTOR NAME OR TUTORING BUSINESS]. Signature: _____. Printed Name: [TUTOR SIGNER NAME]. Date: [DATE]. CLIENT (parent or legal guardian where the Student is a minor): [PARENT OR GUARDIAN NAME]. Signature: _____. Printed Name: [CLIENT PRINTED NAME]. Date: [DATE]. STUDENT (optional acknowledgment where the Student is 14 or older): Signature: _____. Printed Name: [STUDENT NAME]. Date: [DATE]. Electronic signatures and counterpart copies have the same effect as originals.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Rules on background checks for people working with minors, household employment and worker classification, mandatory reporting of suspected abuse, prepaid service expiration, and advertising claims about score or grade improvement vary by state and sometimes by school district. Federal and state student privacy law applies to schools rather than to private tutors, but records shared by a school may still carry restrictions. Review and adapt this document for your own situation, and consult a licensed attorney before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.