

Brittany's Kids, LLC Tutoring Contract

This agreement is made between _____ (client) and Brittany's Kids, LLC, a private tutor located in Gretna, Louisiana.

Student Name: _____
Parent Name: _____
Tutoring Subjects: _____
Grade: _____
School: _____
Address of parent: _____
Parent's phone number: _____
Emergency contact: _____
Medical conditions/Allergies: _____
Learning exceptionalities/disabilities: _____

Fee for services:

Tutoring fees will be discussed upon enrollment of the student and are subject to change with a one week written notice. Currently, tutoring fees are listed below and vary depending on program and number of hours enrolled and a one time \$60 resource/registration fee. The client will get 4-5 hours a month per scheduled hour. The office will be closed New Years week, Mardi Gras week, Easter week, the last week of May, the last week of August, Thanksgiving week, and Christmas week. When students are off a week they will do makeup times for the missed time. Makeup times for major holiday weeks such as Thanksgiving, Christmas, New Year, Mardi Gras, and Easter will only have makeup times on Saturday. The instructor will give time choices based on teacher availability. There will be two Saturday makeup options offered for months that we have a week off for holiday time. Makeups will be carried out by my staff and may consist of two teacher assistants if a teacher is unavailable for Saturday makeup.

group tutoring,max 4 kids, 150\$ per weekly credit hour a month (one credit hour is once a week for the month on a permanent selected day and time
Friday/Saturday/Sunday 1:1 \$60
ACT \$500 for 4 weeks on Saturday sessions 2hrs each time , min 4 max 10 per class
LEAP \$225 for 4 weeks on Saturday 1hr each time min 4 max 10 per class
addition, subtraction, multiplication,division, fractions, decimals,writing,reading comp, test prep and study skills \$175 a month for 1hr 4 weeks on Saturday ,min 4 max 10.

The tutor only accepts cash payments or cash ap for services rendered unless otherwise discussed.
 Monies paid into tutoring must be used for the purpose of tutoring. Once the contract is signed it is binding and NO REFUNDS OR DEDUCTIONS of any kind will be made.
 Sessions must be paid for monthly (in full) at the first session of the month.
 If a late payment is made a fee of 25% or \$50 whichever is less will be applied to the account for that month and every month thereafter.
 The client agrees to pay for the scheduled sessions within that one month time period. If the client goes on vacation or has something to do, they can not just "take off" the days. The days must be made up at a later date. All sessions for the month must be paid for as they are held specifically for the client.

Termination/Adjustment of services:

If the client chooses to end services, they will be held responsible for payment for the month they signed up for. This contract will automatically renew on the 15th of every month for the following month unless the client terminates services regardless if the client has signed their pay form or not. For example, the contract will renew for March on February 15th, it will renew for April on March 15th, it will renew for May on April 15th and so forth. The client will be required to give written notice to terminate services and withdraw their child from tutoring. The client may text the notice to 504-657-8580 or give a written letter to the instructor. If a letter is given, the instructor will sign and date the withdrawal letter and make a copy of it for her records and give the client back the original document for their records. The withdrawal must be given ON or BEFORE the 15th of the month prior to the month the client is ending services for (ex. If the client wishes to end services for the month of April, the client must give notice no later than March 15th). If the client terminates services on the 16th or thereafter, the client will be responsible for the payment for the following month and their notice will be recognized for the month following that month. By initialing this clause the client is agreeing to these withdrawal policies and agrees to abide by them. By initialing this clause, the client also agrees that they fully understand the withdrawal policy and that they have asked the instructor for clarification on anything that they did not understand. The client understands that even if they decide they no longer want tutoring services or they feel that their child is not prospering that they will still be bound by the terms of this contract as far as payments and cancellations are concerned.
 If the client misses a session and 10 days pass with no communication from the client, the client will forfeit the remaining tutoring sessions for that month. At this point the client will be considered a drop for the next month but will still owe the balance in full for the month they did not show up for. If the client has not paid tuition by this time, they will have 60 days from the time payment was due (1st of the month) to pay the balance on the account in full. If the client does not communicate with the tutor and/or does not make arrangements to pay the balance, the tutor will either file a complaint on the client's credit report, enroll the debt with a collection agency, and/or file a suit in civil court and may use whatever relevant legal avenues are available to her to collect the amount of the debt owed. If the tutor has to go to court to get any monies owed to her as a result of a breach of this contract by the client, the client agrees to pay any filing fees, attorney fees, time missed at work by the tutor to attend court dates, and any other fees associated with legal proceedings to recover the monies owed to her.

Date: _____
Client: _____
Tutor: _____

x ___ The client agrees that if they choose to reduce their hours, that they must do so by the 15th of the month prior to the start of the new tutoring month. If the client reduces hours after the 15th of the month prior to the start of the new tutoring month then the client will be held responsible for payment for that month but will be allowed to reduce their hours for the following month. (Example-for April the client must notify the instructor by March 15th if they wish to reduce their hours.)

x ___ Once the client terminates services, they will have 60 days from the date of the notice to complete any makeup hours owed to them. After 60 days, the client will forfeit any remaining owed hours.

Cancellation Policy:

x ___ The tutor asks that her time be respected and that a 24 hour cancellation be given if the student is unable to attend a session.

x ___ NO CALL, NO SHOWS will not be given a makeup as they are a complete disregard for the instructor's time. The only exception to this policy will be if the client shows proof of emergency, of which notification was impossible. An example of a valid excuse is hospital with a doctors note, an invalid excuse is forgetting your child had a game to attend.

x ___ Students may receive one makeup per weekly scheduled hour. For example, if the student is scheduled two hours a week they can receive up to two make up sessions per month. If the client provides a doctor's note or funeral notice etc. any hours missed will be allowed to be made up.

x ___ The tutor reserves the right to terminate services for habitual cancellations.

x ___ If the tutor has to cancel the session, makeups will be provided for the missed time. No refunds will be given of any kind- only makeups will be provided for any and all hours missed whether it is missed by the client or the tutor.

Late Fee Policy:

x ___ Late payments will carry an inconvenience fee of 25% or \$50, whichever is less. Payments are late after the 1st, but will be given a grace period until the 10th. Payments made on the 11th or later will be charged the above fees.

x ___ Payments that have been due longer than 30 days will incur a fee of 25% a month starting with the month that the payment was owed. In addition to this, once the payment becomes 60 days past due, a fee of \$5 a day will be applied until the debt is paid.

Late arrivals and pick ups:

x ___ To ensure that the client's time is respected, as well as the tutor's other students, appointments will begin promptly at their scheduled time regardless of the time of the client's arrival. No adjustment to fees nor time lost because of late arrival by the client or early termination of a session by the client will be given refunds or makeups.

x ___ It is the responsibility of the client to ensure that their child is dropped off and picked up ON TIME. Late pickups disrupt other student's session times. Late arrivals also interrupt ongoing session times.

x ___ DO NOT drop your child off early or pick them up late as it disrupts sessions. Should this become a problem, the instructor will address it with the parent. Ongoing problems will result in a charge of a \$1 per minute that the child is dropped off early or picked up late.

Obligation of the tutor and student:

x ___ The tutor will structure the session to best benefit the student. All information will be kept confidential by the tutor unless the parent gives permission for information to be shared with a third party.

x ___ The student is responsible for helping the tutor to identify problem areas that they need help in.

x ___ The student is required to be prepared for each session (i.e. paper, books, relevant materials).

x ___ The student is expected to treat the tutor, her staff, and fellow students with respect at all times.

Behavior Policy:

x ___ Students and parents must remain respectful at all times. If a student or parent gets irate, rude, disrespects the instructor or staff, and/or does anything detrimental to the learning of the other students they will be asked to leave and no refund will be given. Depending on the situation and the severity of the behavior involved they may be asked to not return. This will be left to the discretion of the instructor and her staff.

x ___ Students may be separated from the group if they become disruptive. The instructor and staff will try to deter the behavior and redirect the student to the best of their ability. If this cannot be done and the student is a threat/disruption to themselves or others the parents will be asked to pick the student up and no refund will be given.

x ___ While Brittany's Kids does take students with learning issues including but not limited to ADHD and Autism Spectrum Disorder, students are expected to not impede on other's learning time. The staff understands that certain learning issues will lead to certain behaviors. Since we accepted the student we are willing to deal with those behaviors to an extent. If the behaviors become uncontrollable, dangerous, or disruptive to others we will end the session early if it is in the best interest of our other learners.

No warranties:

x ___ While the tutor is confident in her skills and abilities, the tutor makes no promises or warranties with regard to the student's performance as a result of any tutoring provided. All students enter into tutoring at different ability levels. The only guarantee that the tutor provides is that your child will learn. However, that learning will differ from child to child based on their ability level.

Substitute policy:

x ___ The client understands that if the tutor is sick or on vacation that a substitute may carry out their child's session. The tutor reserves the right to reschedule instead of putting the client's child with the substitute if she feels the substitute is not adequately able to handle the needs of the child.

Date: _____

Client: _____

Tutor: _____

Scheduling order:

The schedule will change twice a year, at the beginning of summer and at the start of the school year. Scheduling is done by the tutor based on the seniority and availability of the clients. If a student falls off the schedule for more than a month (including summer) the student will lose their seniority and fall to the back of the scheduling list. Student's must maintain at least 1 hour a week on summer schedule to keep their place in line for the following school year. If the client falls off the schedule they may still return for the school year, however, they will have to wait until current clients have scheduled in order to schedule for the school year schedule (first week of August). If the client will be out of town for summer, they will have the option to pay for the summer months to hold their child's spot on the schedule and get those hours back as makeup hours during the school year.

Sessions:

The client understands that tutoring is small group, not one on one. The client understands that there will be other children present with their child during the tutoring session.

_____ (client name) am in agreement with this contract and will be scheduling my child for ___ sessions per week. Should I want to change the amount of hours, I understand that I will need to fill out a new contract. Should I want to terminate services, I agree to do so by the 15th of the month prior to the start of the new tutoring month. (initials)

Should anything happen to where tutoring has to be suspended, a reimbursement for unused sessions will be issued.

Date: _____
Client: _____
Tutor: _____

I _____ understand that an instructor and teacher assistant will be provided for every session. I understand that the owner may not carry out or be present for every session.

I understand that I will be required to sign a notarized agreement binding me to this contract.

Date: _____
Client: _____
Tutor: _____