

On _____, the client _____ and Scholarly Tutorial Services are entering into an agreement whereby the tutor will provide customized 1-to-1 remote tutoring services to the student _____.

Contract to Math Clients

The purpose of this document is to set up a contract between Scholarly Tutorial Services and someone who hires STS to do tutoring. What is the purpose of a contract you may ask? A contract such as this is to explicitly define scenarios that can occur when establishing, conducting, and possibly ending tutoring for a math student. For example, all parties are interested in what happens when refunds are applicable. However, there are times when refunds are reduced by a percentage, and there are times when no refund is given at all. In addition to these issues, this document will cover other circumstances. Its intention is to remove all surprises from all parties.

MAKING A RESERVATION

- 1) It is important that the person who sets up the tutoring session is 18 years or older. This person is the math client. The math student is the person for whom tutoring is set up. In the event the person setting up tutoring is over 18, and that same person needs tutoring, then these two people are one and the same.
- 2) The way of checking the age of the math client is by free zoom session of 15 minutes, to inspect the person's driver license.
- 2b) Under no circumstance will a person under 18 be allowed to setup tutoring. A person under 18 will need their legal guardian to set up tutoring for them.
- 2c) If the math student is under the age of 18, then two email addresses will be needed. These will be a) that of the legal guardian and b) that of the student.
- 2d) Email sent by STS is sent to both email addresses per 2c. This is to keep the legal guardian 'in the loop'.
- 2e) The legal guardian cannot ask that correspondence only be sent to the math student. Legal guardians are seen as protectors of under 18 math students, and thereby, will always be notified of everything via email.

PAYMENT

- 3) Payment is made by paypal upon making a reservation. A reservation is important because once made, it is not available to any other math client.
- 4) A reservation cannot be made without accompanying payment. If the math client then pulls out of the reservation, without adequate notice, the opportunity for the math tutor to make money for that time slot disappears. This is because another math client cannot reserve a previously reserved time slot.

REFUND

- 5) Once a reservation is made, a refund is possible, but only under well defined circumstances. The refund can be full or partial.
- 6) The well defined circumstances and the refund percentages vary.
- 7) If at least 3 days (72 hours) notice is made, then the refund amount is 100%. As an example of this, if a reservation is made for 2pm July 12, then 72 hours exactly before that corresponds to 2pm July 9th.

A request for 100% refund, can be made if received before 2pm July 9th, say at 1pm on that day. However, 100% is not possible if the refund request is made 2:30pm on July 9th.

8) If the amount of notice is at least 2 days (48 hours) but less than 3 days, then the refund amount is 75%.

13) Any limited disruption that occurs because of circumstance on the math tutor side will result in partial refund to the math client. For example, the math tutor gets an emergency call from a family member. The call lasts for 15 minutes. The tutoring resumes after that call. The math client will be entitled to a 25% refund in this circumstance. This is a very unlikely event.

13b) Any limited disruption that occurs on the math client side is handled on a case by case basis. If circumstances allow it on both sides, it is ok if the session runs over. However the amount of time that is allowed to run over is 15 minutes. There may be times when it is not possible to run over the allocated time, and so the math client forfeits the time.

14) Refunds are made within 48 hours.

15) Paypal is the means by which refunds are processed.

16) Paypal charges a processing fee. That processing fee is incurred by the responsible party in a refund. In a cancellation by the math client, the processing fee is withheld by the math tutor to pay for it. This means that it will be subtracted from the total refund amount returned to math client. See 17) for an example.

17) Using item 7 as a basis, a math client cancels a reservation. The cancellation is made 4 days in advance. Item 7 indicates the math client is due a 100% refund. However, the cancellation is made by the math client, and so the math client will pay for the paypal transfer fee. Early Bird tutoring is \$50 dollars. The fee charged by paypal is \$2.00. And so, in this example, the math client receives an amount of \$48.00.

SESSION TIMES

9) The zoom meeting will be open up to 5 minutes before the reserved time. Getting to a place early or on time is best!

10) The normal start time of the math session is no later than 10 minutes after the reservation time.

That is, if the math client reserves 4pm, then the math student can show up until 4:10pm without penalty. Sometimes there are delays in technology and the internet which lead to a understandable late start. If a student starts at 4:10pm, the session will go for 1 hour, until 5:10pm.

10) If the student is late between 11 minutes and 20 minutes, then the math client loses that amount of time from their total reserved time. So if a math client reserves 4:00pm to 5pm, and shows up at 4:20pm, then the session will end at 5:10pm.

11) The end time for any session is 10 minutes after the reserved end time of the session.

STUDENT PREPARATION AND BEHAVIOR

12) A math student is expected to be fully prepared at the reserved start time, with text, notes, pencil, and calculator. Any possible lost time cannot unfortunately be made up. Again, the end time for any session is 10 minutes after the reserved end time.

18) Math students are expected to act like well behaved students. The consequence of this not being followed varies depending on circumstance as outlined in item 19.

19) Student misbehavior or other interruption can vary. The following will result in simple verbal advisement.

1. Use of cell results in verbal reminder to put it away, and the session continues.
2. Playing of music results in verbal reminder to please shut off the music, and the session continues.
3. Interruption by a sibling etc of the math student results in a request to the math client (the parent) to please have your parent address this, and the session continues.

20) Some student misbehavior is more significant.

1. Use of profanity from the math student/math client to the math tutor is considered highly disrespectful, and the session will end with the statement that “This session needs to end now.” A report of this will be made to the email given upon reservation. Unless suitable remedy is made by the math client (the parent), all subsequent reservations will be forfeited. Refunds will be granted per items 7 and item 8.

22) During virtual session, no profanity, no hate speech, no threats, no implication of violence, no statement about breaking the law, is tolerated. This can be in visual, audio, text, email or any other form, electronic or otherwise. If this is detected during a session, the session is terminated and refund is given to the math client. The math client is informed by email the reason for termination of tutoring.

23) If the student is a legal minor, then reserving a session and payment is done by the legal parent.

LIMITATION OF GUARANTEE

21) In general, the effort expended by Scholarly Tutorial Services is “best effort at the time”. However, no guarantee can be made that the math student will attain any goals. The math client may hope for desired scores in classes quizzes, class testing, final exam, standardized testing, GRE, PSAT, SAT, and other forms of testing. However, due to factors outside of the control of STS, no guarantee can be made of outcome.

21b) If at the conclusion of any session, if the math client is dissatisfied, then the math client will be due a full refund for that session. A consequence of this is that math client is removed from future consideration for future sessions. Scholarly Tutorial Services is glad to recommend any alternative tutor it currently knows of, for a better professional fit between student and tutor.

MATH CLIENT PROTECTION

24) Children are strictly protected. Any cause of concern regarding safety or the application of the law, will lead to reporting of all facts to the relevant police and state authorities.

25) All math clients are strictly protected. No information will be released to any entity unless that entity has a lawful right to receive that information. Information can be released to legal authorities within lawful means.

26) For the safety of all parties, all zoom sessions are recorded and archived by the math tutor. The math client is welcome to record on their side.

26b) No notification is given about recording.

27) Sessions are entirely by zoom. No person-to-person tutoring sessions are held in any other venue, like libraries, cafes and the like. All requests to meet in person will be declined.

REVIEW AND TESTIMONIAL

28) For process improvement, Scholarly Tutorial Services may ask the client to fill out a review form, and look for ways to improve. These are not mandatory.

29) Occasionally, Scholarly Tutorial Services may ask the math client to provide a testimonial or recommendation. These are not mandatory.

30) As a virtual tutor, it is important to recognize the tutor has only limited influence on the math client. For example, if cell phone usage is in evidence, then the tutor will ask that it be put away. The tutor has no further responsibility for this type of thing.

MATH CLIENT RESPONSIBILITIES

31) It is the responsibility of the math client to set up their own zoom account.

32) It is the responsibility of the math client to set up their own paypal account.

32b) By all means, the math client is welcome to be candid as to how well the tutoring is working out. However, it is asked to please be kind and respectful in all communication.

TUTORING SESSION POINTS

33) Tutoring is 1-to-1. The tutor cannot tutor more than 1 student at a time. If the student is a minor, the legal parent of the student is welcome to join the virtual session at any time.

34) Class materials can be provided by Scholarly Tutorial Services. However, Scholarly Tutorial Students is not required to provide materials in any way. However, at times, during preparation and after session, to make the experience the most productive, material may be found by the math tutor and forwarded to the math client.

34b) At any time, the math client can ask that material not be forwarded.

34c) There is no extra charge for when accessory material is sent from the tutor to the math client.

34d) The math client is required to send 3 sample problems of what they are working on. Please take a photo and upload. These will help in preparing to tutor!

INITIAL CONSULTATION

An initial consultation is free! Its purpose is to have a conversation between parent(s), child, and the tutor, to determine if the tutoring provided is a good fit. During a consultation, Scholarly Tutorial Services would like to hear:

- concerns from the school
- how soon is the tutoring required
- what is the length of time a tutor may be needed
- how frequent is the tutoring
- what are the struggles the student is facing
- what does the student think
- what does the parent think
- what subjects are needed for tutoring in the present
- what subjects are needed for tutoring in the future

A professional and productive fit is desired by Scholarly Tutorial Services. All parties must be satisfied the tutoring is productive. And so...

- the student should be invested in the tutoring
- the parent(s) should be invested and supportive of it
- the tutor should think the tutoring is possible, that is within their capability, and can be conducted with progress and success

Scholarly Tutorial Services is professional and fine with declaring a tutoring possibility is not a fit. It is glad to refer the math client to others it thinks might provide this service much better.

Under no circumstances is tutoring provided during a consultation.

A potential client is welcome to reserve a second consultation for free if they feel they need more information.

Version: 20230710-A