



**July – Dec 2020 Contract for Tutoring and Enrichment Services  
with Golden Tutoring and Enrichment, LLC**

Please carefully read the herein Contract and sign at the bottom of both pages of the Contract. Direct any questions to Cindy Pearson.

**Prepared to learn policies:**

- ✓ Student must be ready to learn (i.e., fed, hydrated, rested, sober and clear headed).
- ✓ Parent of Student or adult Student must provide an environment at home in which Student can learn (e.g., quiet, clear of distractions, uncluttered table to work) or transport Student to an agreed upon location (e.g., public library or coffee shop) so that they can work with GTE Tutor.
- ✓ Parent of Student or adult Student must be committed to prioritizing a regular tutoring schedule so that the Student understands its importance in his/her learning.
- ✓ Parent of Student or adult Student must understand that GTE tutors do not help Students “cram for tests.” Concerned parents or adult Student must clearly communicate with the tutor approximately 2 weeks before a large test/final and give the tutor plenty of time to prepare the Student for the exam.

**Communication policies:**

- ✓ Parent of Student or adult Student must agree to be in regular email communication with Student’s tutor.
- ✓ Parent of Student or adult Student must agree to check email regularly for messages from Golden Tutoring (e.g., billing, announcements, schedule changes)
- ✓ Student cannot schedule, reschedule, or cancel sessions with a GTE Tutor; only parent/guardian/adult student can do so.
- ✓ Parent of Student or adult Student understands that every GTE Tutor is available for a free 10-15 minute conference three times per year (fall, winter/spring, summer) to discuss Student’s progress. Only parent/guardian/adult student can request this conference and schedule it with the tutor. If such conference is requested as limited above, it will not be billed, but such must be scheduled with Tutor.

**Timeliness policies:**

- ✓ Parent of Student or adult Student must agree to have Student be at the session (whether at home or at other location) in a timely manner. Billing begins at the scheduled time of the session, whether the Student is there or not. If the GTE Tutor is late, then billing begins when the GTE Tutor arrives and begins tutoring.
- ✓ Parent of Student must pick up Student on time from a tutoring session (if session is at public location or elsewhere). If Parent of Student is more than a few minutes late, the GTE Tutor will charge for their time with Student while they wait.

**INITIAL AND DATE PAGE 1 OF CONTRACT HERE:\_\_\_\_\_**

### **Billing policies:**

- ✓ Client will view emailed monthly invoice on the last day of every month. All charges on the invoice are considered valid and undisputed, if Client does not contact GTE and state in detail which specific charges are disputed, in writing, within 15 days of invoice date.
- ✓ Client must pay for the previous month's tutoring services on or before the 15<sup>th</sup> of the month. If payment is not received on or before the 15<sup>th</sup>, then a \$15 late fee will be charged to your tutoring account. If payment is not received on or before the 30<sup>th</sup>, then a \$30 late fee will be charged.
- ✓ Client will be billed for any "educational consulting" time outside of the normal extra 5 minutes per session in which the tutor summarizes to the client what was accomplished and discusses any concerns. If a client also demands more than what is typical emailing and phone time, the client will be billed at the tutor's hourly rate.
- ✓ Bounced checks shall be charged a fee of \$50.00.

### **Billing policies continued:**

- ✓ For invoices more than 30 days overdue, GTE may take the owing balance to collections and additionally GTE may suspend the provision of any future services to Client until the owing balance is paid in full.
- ✓ Parents should direct all billing questions to Cindy Pearson, at [cindy@goldentutoring.com](mailto:cindy@goldentutoring.com). Tutors cannot discuss billing issues and cannot make agreements on the behalf of **Golden Tutoring and Enrichment, LLC**.
- ✓ If it is necessary to institute collection action or arbitration to enforce this Contract, costs of collection, including reasonable attorney's fees, will be payable to GTE in addition to all unpaid amounts billed for provided services. Jurisdiction for any legal action related to this Contract is the 1st Judicial District, Jefferson County, Colorado. Both parties agree upon this forum and Client agrees to be subject to the Jurisdiction of such court.
- ✓ Client will pay via regular check (mailed to GTE), electronic check (via your bank), PayPal (using link on invoice) or another electronic method presented by GTE. No credit card payments other than via PayPal are accepted.

### **Cancellation policies: (Please read carefully!)**

- ✓ If a session is cancelled more than 24 hours ahead of time, the client will **not** be charged.
- ✓ If a session is cancelled less than 24 hours ahead of time, the client will be charged **50%**. (Unless a Student suddenly gets sick or has an emergency.)
- ✓ If a session is cancelled less than an hour from the scheduled session (or if Student is a no-show), the client will be charged **100%**. (Unless there is an emergency.)

### **Safety policies:**

- ✓ A parent or guardian is to be in the home during all tutoring sessions for non-adult Students. Parent/legal guardian may designate an adult aged supervisor of their choosing to be in the home during the tutoring session in their stead, if the parent/legal guardian is not able to be in the home during all, or part, of the tutoring session. If client choses to meet at the Golden Library, this is not necessary but a parent should be available by phone at all times during the Student's session for non-adult Students.
- ✓ Tutors are not allowed to drive GTE clients anywhere under any circumstances. GTE clients are not allowed to enter into the vehicle of any GTE Tutor. GTE clients are not allowed to drive GTE tutors anywhere under any circumstances.

**INITIAL AND DATE PAGE 2 OF CONTRACT HERE:**\_\_\_\_\_

- ✓ While meeting with GTE Tutor(s), GTE clients, their family members and associates will abide by all then in place Centers for Disease Control and Prevention (“CDC”) guidelines regarding Coronavirus Disease 2019 (COVID-19) as well as abide by all other CDC issued guidelines regarding any other future declared contagious pandemic disease and/or illness. GTE clients, their family members and associates will follow then published CDC guidelines to attempt to avoid being exposed by GTE Tutor(s) to such virus and/or other future contagious pandemic disease and/or illness. GTE clients, their family members and associates will follow then published CDC guidelines to attempt to avoid exposing to GTE Tutor(s) such virus and/or other future contagious pandemic disease and/or illness.

#### **Commitment time policies:**

- ✓ GTE clients will wait at least 2 sessions with your new tutor before you decide if Student and the tutor are a good match. It takes this amount of time to establish a relationship and for the tutor to truly assess how Student learns best. After this time, a tutor switch can be made if needed.
- ✓ GTE does not arrange tutoring for less than 2 sessions, a minimum of two sessions will be charged to Client.
- ✓ Client must give GTE and the Tutor both at least 5 days written notice if he/she wants to discontinue services.
- ✓ Client understands they may inform GTE that they wish to immediately discontinue services from any GTE Tutor(s) who, in Client’s subjective discretion, presents an unacceptable risk to health of Client and/or their Family and/or Associates in regard to Coronavirus Disease 2019 (COVID-19) or another contagious pandemic disease and/or illness.

#### **Matching fee policies:**

- ✓ A \$30 tutor matching fee will be included on your first invoice. This fee is to cover the time GTE exercises to match Student with the right tutor, discussing needs/goals, talking with the potential tutor candidates, scheduling, and composing the set-up email.
- ✓ If you have 2 children meeting with the same tutor, a \$40 matching fee will be billed. If you have 2 children meeting with different tutors, a \$50 matching fee will be billed.
- ✓ If you have 3 children meeting with the same tutor, a \$50 matching fee will be billed. If you have 3 children meeting with different tutors, a \$60 matching fee will be billed.

**I have read and agree to adhere to the above terms in order to receive tutoring/enrichment for my child(ren) and/or myself from Golden Tutoring and Enrichment, LLC.**

---

Signature

---

Printed Name

---

Date

---

Student’s Printed Name(s)

Thank you for choosing Golden Tutoring and Enrichment! We look forward to helping your Student!

Cindy Pearson, Founder, Managing Director, Instructor



**Waiver of Liability-Coronavirus Disease 2019 And/Or Other Contagious Pandemic Disease/Illness**

It is understood between Client and GTE that Client and/or their Family and/or Associates may be exposed to Coronavirus Disease 2019 (COVID-19) or another contagious pandemic disease and/or illness while receiving tutoring services from GTE Tutor(s). Client understands and accepts such risk. Client understands they may inform GTE that they wish to immediately discontinue services from any GTE Tutor(s) who, in Client's subjective discretion, presents an unacceptable risk to health of Client and/or their Family and/or Associates in regard to Coronavirus Disease 2019 (COVID-19) or another contagious pandemic disease and/or illness. In regard to Coronavirus Disease 2019 (COVID-19) or another contagious pandemic disease and/or illness, Client agrees to forever release, waive discharge and covenant not to sue GTE from all liability, claims or demands for any loss, damage, injury or death, whether or not resulting from the negligence, gross negligence, recklessness, or willful or wanton conduct of any GTE Tutor. Client understands and acknowledges that COVID-19 and/or another contagious pandemic disease and/or illness presents inherent dangers and that no amount of care, caution, instruction or expertise can eliminate such dangers. Client understands and accepts that GTE is making no warranty of any kind, expressed or implied, concerning the health status of any GTE Tutor.

**I have read and agree to the above terms concerning Waiver of Liability-Coronavirus Disease 2019 And/Or Other Contagious Pandemic Disease/Illness in order to receive tutoring/enrichment for my child(ren) and/or myself from Golden Tutoring and Enrichment, LLC.**

---

Signature

---

Printed Name

---

Date

---

Student's Printed Name(s)