NoCo Tutoring & Enrichment

Client Tutoring Services Agreement

This Client Tutoring Services Agreement (“Agreement”) is between NoCo Tutoring & Enrichment (“NoCo” or “Company”) and the undersigned parent, legal guardian, or adult student (“Client”). This Agreement describes the terms under which NoCo arranges tutoring services for the student identified below (“Student”).

1. Services.

NoCo Tutoring arranges academic tutoring and educational enrichment services in mutually agreed-upon subject areas and areas of academic need.

NoCo will make reasonable efforts to match the Student with an appropriate tutor based on the Student's needs, subject area, grade level, and tutor availability.

Tutoring services may include subject-specific instruction, homework support, study skills, test preparation, and related educational assistance, as agreed upon.

The Client acknowledges that tutoring is an educational support service and does not replace classroom instruction, school services, professional evaluations, or other specialized services that may be appropriate for the Student.

2. Scheduling and Monthly Planning

2.1 Scheduling

The Client and assigned Tutor will mutually agree upon session dates, times, and locations in advance.

NoCo may assist with scheduling, communication, and coordination between the Client and Tutor.

2.2 Monthly Planning

For recurring tutoring arrangements, the Client and Tutor should agree on the anticipated schedule for the upcoming month by the 20th of the current month.

The planned schedule will be used to determine the monthly package and prepare the corresponding invoice.

Any requested schedule changes after the 1st of the new month are subject to mutual agreement and the cancellation and rescheduling policies in this Agreement.

2.3 Additional Sessions

Additional sessions beyond the agreed monthly package will result in additional charges at the applicable hourly rate.

2.4 Tutor Availability and Changes

Tutoring assignments are subject to tutor availability. NoCo will make reasonable efforts to identify a suitable replacement if an assigned Tutor becomes unavailable or a change is otherwise necessary.

NoCo cannot guarantee that a replacement Tutor with the same availability, experience, or instructional approach will always be available.

If NoCo cannot reasonably provide an agreed-upon service, the Client will receive an appropriate makeup opportunity, credit, or refund for the undelivered service, as applicable under this Agreement.

3. Tutoring Rates and Monthly Packages

Tutoring is purchased in monthly packages based on the number of hours booked for the applicable calendar month.

3.1 Elementary and Middle School Tutoring

Standard rate: **$75 per hour**

- 1–3 hours per month: Standard hourly rate.
- 4–5 hours per month: $40 discount from the total.
- 6 or more hours per month: $70 discount from the total.

3.2 High School and AP Tutoring

Standard rate: **$85 per hour**

- 1–3 hours per month: Standard hourly rate.

- 4–5 hours per month: $50 discount from the total.
- 6 or more hours per month: $80 discount from the total.

3.3 Secondary Test Prep (Including SAT, ACT, CLT, etc.) and College Preparation Support (Common App, Essays, Scholarship support, etc.)

- $100 per hour

3.3 Package Discount Terms

Only one monthly package discount applies to a purchase. Discounts are not cumulative.

Discount eligibility is based on the number of tutoring hours booked for the applicable month, rather than the number of sessions ultimately completed.

The Client is responsible for reviewing the proposed schedule and package total before payment.

3.4 Monthly Use of Tutoring Hours

Tutoring hours are purchased for the calendar month in which they are scheduled and are expected to be used within that month.

Unused sessions ordinarily expire at the end of the applicable month, subject to the cancellation, rescheduling, credit, and refund provisions in this Agreement.

Sessions that cannot be delivered because of a Tutor or Company cancellation will be handled under Section 5 and will not automatically be treated as unused sessions forfeited by the Client.

3.5 Sibling Discount

Families enrolling multiple children in tutoring services are eligible for an additional monthly sibling discount based on the combined number of tutoring hours scheduled across all enrolled siblings.

- **6–8 combined hours per month:** $15 discount
- **9–12 combined hours per month:** $25 discount
- **13+ combined hours per month:** $40 discount

The sibling discount is applied in addition to any applicable monthly tutoring volume discounts. Combined hours are calculated across all siblings receiving tutoring services within the same calendar month.

4. Billing and Payment

4.1 Advance Billing

Clients are billed in advance for the planned tutoring sessions for the upcoming month.

Invoices will identify the planned services, applicable package discount, total amount due, payment due date, and any other applicable charges or credits.

4.2 Payment Due Date

Payment is due by the date specified on the invoice.

If payment has not been received by the stated due date, NoCo may charge the payment method on file for the outstanding invoice balance, subject to the authorization provided.

4.3 Payment Authorization

By providing a payment method and agreeing to this section, the Client authorizes NoCo Tutoring & Enrichment to charge that payment method for invoices issued under this Agreement.

If an invoice remains unpaid after its stated due date, the Client authorizes NoCo to charge the payment method on file for the outstanding balance owed under the Agreement.

NoCo will provide an invoice identifying the applicable charges before processing payment, with the option for Client to pay on their own through a provided secure online portal.

This authorization does not permit charges for amounts not owed under this Agreement or override any rights provided by applicable law.

The Client agrees to maintain a valid payment method and notify NoCo of changes to billing information.

4.4 Monthly Packages and Automatic Renewal

Each monthly tutoring package is a separate purchase based on the schedule agreed upon for that month.

Unless the Client separately agrees in writing to an automatic-renewal arrangement, purchasing a monthly package does not automatically enroll the Client in a recurring subscription.

The Client may choose whether to purchase a package for a subsequent month. Future packages remain subject to tutor availability and scheduling confirmation.

4.5 Billing Questions

The Client should notify NoCo promptly if they believe an invoice contains an error or an unauthorized charge.

NoCo will review billing concerns in good faith and make appropriate corrections when warranted.

A billing question does not eliminate the Client's obligation to pay amounts properly owed under this Agreement.

5. Cancellation, Rescheduling, Credits, and Refunds

The following policy applies to all scheduled tutoring sessions.

5.1 General Payment and Refund Policy

Because tutoring packages are scheduled and paid for in advance, payments are generally nonrefundable except as expressly provided in this Agreement or required by applicable law.

Sessions missed or canceled by the Client are subject to the cancellation and rescheduling rules below.

If NoCo or the assigned Tutor cannot provide an agreed-upon session, NoCo will coordinate a makeup session or provide an appropriate credit or refund for the undelivered service, as applicable under this Agreement.

No session will be charged twice for the same instructional service.

5.2 Client-Initiated Cancellations With At Least Six Hours' Notice

If the Client cancels a session with at least six full hours' notice before the scheduled start time:

- The Tutor will offer one reasonable opportunity to reschedule a session cancelled by the Client.
- The makeup may be offered online or in person, depending on availability and suitability.
- The makeup may take place on a different date or at an adjusted time within the remaining monthly schedule.
- Makeup sessions should occur within the same calendar month in which the original session was scheduled.
- If the Tutor is unable to accommodate a makeup session within the original calendar month, the Client will be eligible for a **$40 credit toward the following month's invoice**. This credit is provided in lieu of a makeup session and is not redeemable for cash or transferable.

Only **one reschedule of a planned session per Client per calendar month** is permitted under this provision, unless NoCo agrees otherwise in writing.

5.3 Client Cancellations With Less Than Six Hours Notice

If the Client cancels with less than six full hours notice, the session is considered a late cancellation.

The session is forfeited, and no refund, credit, or makeup will be provided, except as required by applicable law or otherwise agreed upon by NoCo in writing.

5.4 Client No-Shows

If the Student does not attend a scheduled session and the Client has not provided sufficient notice under this Agreement, the session is considered a no-show.

No-show sessions are forfeited, and no refund, credit, or makeup will be provided, except as required by applicable law or otherwise agreed upon by NoCo in writing.

5.5 Tutor-Initiated Cancellations

If the assigned Tutor must cancel a scheduled session:

- NoCo or the Tutor will communicate the cancellation to the Client as soon as reasonably practicable.
- NoCo will coordinate a mutually agreeable makeup session when reasonably possible.
- If a makeup cannot be arranged, NoCo will provide an appropriate credit or refund for the undelivered session.

- Any credit or refund will reflect the full value of the undelivered service

Credits issued for Tutor-initiated cancellations should ordinarily be used by the end of the following calendar month. If NoCo cannot reasonably offer an appropriate makeup or the credit cannot be used within that period, NoCo will discuss an appropriate alternative.

A Client will not be charged twice for a session that was canceled by the Tutor and subsequently made up.

5.6 Weather-Related Cancellations

In the event of severe weather, school closures, hazardous travel conditions, or other significant weather-related disruptions, the Client and Tutor may mutually agree to:

- Move the session online; or
- Reschedule the session for another mutually agreeable date.

School closures may be considered when determining whether an in-person session should proceed, but a school closure does not automatically cancel a tutoring session.

If neither an online session nor a reasonable makeup is possible, NoCo will address the undelivered session under the Tutor-initiated cancellation provisions above when the session cannot be provided by NoCo or the Tutor.

5.7 Month-End Credits

When an eligible credit is issued, the credit will be based on the value of the undelivered or otherwise credit-eligible service.

Credits will not be calculated in a way that charges the Client for a service that was not delivered when the Agreement or applicable law requires an adjustment.

Any refund or credit calculation will account for the applicable package pricing and discount when appropriate.

6. Lateness and Missed Session Time

6.1 Student Lateness

If the Student arrives late, the Tutor is not required to extend the session beyond its scheduled end time.

If the Student arrives more than 15 minutes after the scheduled start time without prior arrangement, the session may be treated as a no-show. The Client will be charged the full scheduled session amount, and the session will be forfeited.

Exceptions may be made when the Tutor and Client mutually agree to an alternative arrangement.

6.2 Tutor Lateness

If the Tutor expects to arrive late, the Tutor should notify the Client as soon as reasonably practicable.

If the Tutor's lateness reduces the instructional time delivered, the Client may choose one of the following, subject to reasonable scheduling availability:

- Add the missed instructional time to a future session at no additional charge;
- Receive a partial refund for the undelivered time; or
- Receive a partial credit toward a future session.

Any adjustment will be based on the portion of the session not delivered. The Client will not receive duplicate compensation for the same missed time.

7. Tutoring Locations and Online Sessions

7.1 In-Person Locations

Tutoring sessions may take place in appropriate public locations, such as libraries or suitable community spaces.

Under NoCo's standard arrangement, tutoring may not take place in the Client's or Tutor's private residence.

Any exception must be approved by NoCo in writing in advance and must satisfy applicable safety and insurance requirements.

7.2 Online Tutoring

Online sessions may be arranged by mutual agreement.

The Client is responsible for ensuring that the Student has appropriate access to the required device, internet connection, and learning environment.

If a technical issue interrupts a session, the Tutor and Client should make reasonable efforts to resolve the issue. Any material loss of instructional time caused by a technical failure will be addressed based on the circumstances and any applicable rescheduling or credit arrangement.

7.3 Transportation

Tutors are not authorized to transport Students as part of standard tutoring services.

8. Tutor Responsibilities and Service Quality

NoCo expects Tutors to provide competent, professional, and age-appropriate tutoring services.

Tutors are expected to:

- Prepare appropriately for agreed-upon instructional objectives.
- Maintain relevant subject knowledge and work within their areas of competence.
- Treat Students and families with respect and professionalism.
- Communicate material scheduling or service concerns in a timely manner.
- Provide appropriate feedback regarding the Student's academic progress and challenges.
- Respect student privacy and maintain appropriate professional boundaries.
- Comply with applicable laws and the safety requirements relevant to their assignments.

Tutors retain professional discretion over their instructional methods and approach, subject to the agreed-upon services and applicable safety requirements.

The Client may contact NoCo regarding concerns about service quality, communication, scheduling, or tutor fit.

NoCo will review concerns in good faith and make all reasonable efforts to address them.

9. Client and Parent/Guardian Responsibilities

The Client agrees to:

- Provide accurate information relevant to the Student's tutoring needs.

- Ensure the Student arrives on time and is prepared for each session.
- Provide necessary books, materials, instructions, and learning resources.
- Communicate scheduling changes and concerns as early as reasonably practicable.
- Maintain accurate emergency contact information.
- Notify NoCo of relevant learning accommodations or safety considerations that the Client believes are necessary for the Tutor to provide services appropriately.
- Treat Tutors and NoCo representatives respectfully.
- Ensure payment is made in accordance with the agreed billing terms.

The Client acknowledges that tutoring is most effective when the Student participates consistently and has access to necessary learning materials.

9.1 Supervision and Transportation

The Client is responsible for arranging the Student's transportation to and from tutoring sessions.

For younger Students or Students who require additional support, the Client and Tutor should establish appropriate arrangements for arrival, departure, and parent or guardian availability before services begin.

Tutors are not a substitute for a parent, guardian, or designated caregiver outside the scope of the agreed tutoring services.

10. Student Safety and Professional Boundaries

10.1 Student Welfare

NoCo expects all Tutors to maintain appropriate professional boundaries and to treat Students with dignity and respect.

Abuse, exploitation, harassment, discrimination, sexual misconduct, and other inappropriate or unsafe conduct are prohibited.

10.2 Communication and Contact

Tutors are expected to communicate with Students in a professional, age-appropriate manner.

NoCo does not authorize Tutors to engage in personal relationships with Students or to arrange unauthorized contact outside the agreed tutoring relationship.

10.3 Safety Concerns

If a Student experiences an injury, immediate safety threat, or other serious incident during a tutoring session, the Tutor should take appropriate steps to protect the Student and seek emergency assistance when necessary.

NoCo and its Tutors will comply with applicable legal reporting obligations.

The Client should promptly notify NoCo of any safety concern involving an assigned Tutor or tutoring session.

10.4 Recording and Photography

Sessions may not be photographed, audio-recorded, or video-recorded without the necessary prior authorization and consent from the appropriate parties.

NoCo and its Tutors will not publicly share identifiable Student images or information without appropriate authorization.

11. Student Information and Privacy

NoCo and its Tutors may collect and use information reasonably necessary to arrange and provide tutoring services, including contact details, scheduling information, academic needs, session feedback, and billing records.

Such information will be used for purposes related to service delivery, educational coordination, safety, administration, and lawful business operations.

NoCo and its Tutors will take reasonable steps to protect Student and Client information against unauthorized access, disclosure, or use.

The Client agrees to provide only information reasonably necessary for tutoring services and to notify NoCo of relevant changes to contact information or Student needs.

NoCo and its Tutors will not use Student information for unrelated marketing or publicly disclose confidential Student information without appropriate authorization, except where disclosure is permitted or required by law.

12. Educational Outcomes and Limitations

NoCo Tutoring & Enrichment does not guarantee specific grades, test scores, academic placements, admissions outcomes, or improvements in academic performance.

Student outcomes depend on numerous factors, including attendance, engagement, individual learning needs, school requirements, and practice outside tutoring sessions.

Tutoring is intended to provide educational support and does not replace the Student's responsibilities at school or the responsibilities of parents, guardians, and educators.

Nothing in this section excludes liability for obligations that cannot lawfully be excluded.

13. Ending or Changing Tutoring Services

13.1 Future Monthly Packages

The Client may choose whether to purchase tutoring for a subsequent month.

The Client should notify NoCo of any decision not to continue future monthly services as early as reasonably practicable so that scheduling and tutor assignments can be adjusted.

13.2 Ending an Existing Package

If the Client wishes to stop tutoring after a package has been purchased, the Client should contact NoCo in writing.

Sessions already scheduled remain subject to the cancellation, rescheduling, refund, and credit provisions in this Agreement.

Stopping future tutoring does not automatically create a right to a refund for unused sessions, except where this Agreement or applicable law provides otherwise.

13.3 NoCo-Initiated Changes

NoCo may discontinue or modify a tutoring arrangement when reasonably necessary due to tutor availability, safety concerns, service limitations, or other legitimate business reasons.

If NoCo cannot provide a prepaid service, NoCo will coordinate an appropriate makeup, credit, or refund under this Agreement.

13.4 Outstanding Payments

Ending tutoring services does not eliminate the Client's obligation to pay for services properly delivered or other amounts properly owed under this Agreement.

NoCo will address any eligible outstanding credits or refunds in accordance with the applicable provisions.

14. Concerns and Dispute Resolution

The Client is encouraged to contact NoCo directly with concerns about tutoring services, billing, scheduling, or policy application.

The Parties agree to make reasonable efforts to resolve disputes through good-faith communication before pursuing other remedies.

This Agreement is governed by the laws of the State of Colorado, subject to applicable federal law and any mandatory legal requirements.

Acknowledgment

Upon payment of their monthly bill, the Client acknowledges that they have reviewed this Agreement, understand the tutoring, scheduling, payment, cancellation, and safety policies, and agree to these terms.