



Terms of Services

Thank you for choosing Exceptional Abilities Educational Consultation & Tutoring for your tutoring needs. Please carefully review the terms and policies outlined below. By signing this document, you confirm that you have read, understood, and agreed to the policies.

Responsibilities and Rights of Tutoring Services Parties

Tutor Responsibilities:

1. Provide high-quality, personalized instruction tailored to the student's academic needs and goals.
2. Maintain punctuality and professionalism for all scheduled sessions.
3. Prepare and deliver structured lesson plans while ensuring a supportive and engaging learning environment.
4. Communicate regularly with parents or guardians regarding the student's progress, challenges, and achievements.
5. Respect the confidentiality of all student and family information and adhere to privacy policies.
6. Provide alternative virtual sessions in the event of unforeseen circumstances, such as illness, that prevent in-person meetings.
7. Notify parents/guardians in advance of any changes to scheduled sessions.

Parent/Guardian Responsibilities:

1. Ensure the student is prepared for sessions, including bringing required materials and completing assigned homework.
2. Communicate any changes to the student's academic goals, schedules, or relevant personal circumstances.
3. Adhere to payment schedules and policies outlined in the terms of service.
4. Notify the tutor promptly of any cancellations or schedule changes and understand the related policies.
5. Support the student's progress by encouraging practice and reinforcement of learned concepts outside tutoring sessions.

Student Responsibilities:

1. Actively participate in all tutoring sessions and complete assigned tasks or homework.
2. Maintain respectful and cooperative behavior toward the tutor.
3. Communicate openly with the tutor regarding academic challenges or areas needing further clarification.

Rights of All Parties:

1. **Tutors** have the right to work in a respectful and safe environment and to receive timely payment for their services.
2. **Parents/Guardians** have the right to receive regular updates on their child's progress and to provide feedback or address concerns directly with the tutor.
3. **Students** have the right to a supportive, nonjudgmental, and effective learning experience tailored to their individual needs and goals.

1. Tutoring Sessions and Fees

Each standard tutoring session is **60 minutes** of direct instruction with the student unless otherwise agreed upon. Sessions can take place at:

- A mutually agreed public location
- Online via a designated platform

The session location will be determined based on the tutor's availability and the parent's request and will be mutually agreed upon before sessions commence.

Student Responsibilities:

Students must bring all necessary supplies to sessions, including a notebook for recording notes, session summaries, and assigned tasks. Students are expected to attend all scheduled sessions for the month, aligned with the Calgary Board of Education (CBE) calendar, to ensure consistent progress.

Schedule and Calendar:

We adhere to the Calgary Board of Education (CBE) Traditional Calendar and will follow their time off for Winter Break, Teacher's Convention, and Spring Break.

Service Rate:

The standard hourly rate for tutoring is **\$80.00**. Student/parent charged for the full month in advance, more details provided in Payment Terms section of these Terms of Service. Tutoring service provided as a monthly subscription-based service. Payment and cancellation terms are described below.

2. Payment Terms

Invoicing Process:

- Invoices are issued on or before the first business day of each month, covering all scheduled sessions for that month according to the CBE schedule, with minimum of one session per week.
- Payment is due within three (3) business days of invoice issuance and/or must be made before the first session of the month.

Accepted Payment Methods:

- Payments are to be sent via eTransfer to invoices.exceptionalabilities@gmail.com. Receipts can be provided upon request.

Additional Sessions Payment Terms:

For additional sessions beyond the regular schedule, payment is required either in advance or on the day of the added session.

Late Payments Fee:

Payments received more than five (5) business days after invoicing will incur a late fee of **\$80.00**. The late fee will be added to the next month's invoice.

3. Academic Progress

To optimize the tutoring experience, please email a copy of the student's most recent report card and/or Individualized Program Plan (IPP) to us info@exceptionalabilities.ca prior to the first session. All documentation will be treated as confidential.

To keep Academic Progress, make sure to not miss any scheduled sessions. Additional sessions can be scheduled upon request, based on the tutor's availability.

Updates:

Parents/guardians must inform the tutor of any significant changes to the student's IPP, diagnoses, or other relevant details to ensure effective support.

4. Illness and Health Protocols

If a student or anyone in their household is unwell or has been exposed to illness, please inform the tutor before the session.

Options for Illness:

- Remote sessions may be conducted online/virtually to keep progress of the student unaffected.
- If a student displays symptoms during an in-person session, the session will end immediately without a refund or reschedule. It is parent/guardian responsibility to reschedule session for remote attendance.
- In case of prolonged illness/hospital stays, the sessions can be rescheduled based on tutor's availability.

5. Cancellations and Rescheduling

Client-Initiated Cancellations:

- Missed sessions due to client cancellations will not be refunded or rescheduled.
- Virtual sessions may be arranged during the regular session time for illness or travel related absences.
- Vacation/travel-related virtual session scheduling require **30 days notification**. No rescheduling option provided if notification made less than 30 days before travel-related absence. No refund will be provided, but virtual session arrangements are strongly encouraged to keep student's progress unaffected.

Tutor-Initiated Cancellations:

- If the tutor is unavailable, a make-up session will be arranged.

Other Cancellations:

- No refund provided for other types of cancellations and no-show session. Virtual sessions arrangement recommended to keep student's progress unaffected.

Termination of Services:

- Tutoring services/sessions provided as a monthly subscription service. A minimum of **30 days' written notice** is required to terminate tutoring services.

6. Student and Parent Conduct

All students and parents are expected to act respectfully toward the tutor and others involved in the learning environment.

Concerns or Feedback:

If you have concerns regarding the tutoring services, please contact Michelle at michelle.exceptionalabilities@gmail.com and/or Lucy at invoices.exceptionalabilities@gmail.com so that we can initiate a resolution scenario.

Zero Tolerance Policy:

Any form of abuse or misconduct will result in immediate termination of services without a refund.

7. Homework Expectations

If practice homework is assigned, it must be completed as instructed and returned by the next session to maximize learning outcomes.

8. Additional Services and Fees

Services beyond hourly tutoring are available upon request. The following rates apply:

- **Email correspondence with third parties (teachers, doctors, etc.):** \$35/request
- **Phone correspondence with third parties:** \$50/call (45 min)
- **Formal summary reports on student progress:** \$75/hour (minimum 2.5 hours)
- **Completion of clinician-requested questionnaires or forms:** \$80

- **Monthly programming summary:** \$75/request
- **Attendance at school meetings (IPPs, conferences, advocacy):** \$135/hour

All additional services require express written approval from parents/guardians (email is acceptable).

Meetings:

Discussions during the student's session are included within their allotted time. Separate meetings can be scheduled at the standard hourly rate.

9. Privacy and Non-disclosure

Services beyond hourly tutoring are available upon request. The following rates apply:

At Exceptional Abilities, we prioritize the privacy and confidentiality of our students and their families. All personal information, including contact details, academic records, Individualized Program Plans (IPPs), and other shared documentation, is handled with the utmost care and stored securely. This information is strictly used to provide personalized and effective tutoring services. We do not share, disclose, or distribute any personal or academic information to third parties without prior written consent from the parent or guardian, except when required by law.

All tutors at Exceptional Abilities adhere to a strict non-disclosure agreement, ensuring that any information shared during sessions or communications remains confidential. Parents and guardians are encouraged to communicate openly with the tutor or the administration, knowing that all discussions and correspondence are treated with the highest level of discretion. This commitment to privacy fosters a safe and trusting environment, allowing students to focus on their learning and development without concern.

Acknowledgment

I, _____, confirm that I have read, understood, and agree to the terms of service outlined above for tutoring services provided to _____ (Student).

Parent/Guardian Signature: _____

Date: _____



MEDIA CONSENT FORM FOR PROMOTIONAL USE

I hereby _____ (choose/type in one: 'grant permission' or 'I do not consent') to **Educational Abilities Educational Consultation and Tutoring ("Exceptional Abilities")** to take photographs and/or videos of my child and to make recordings of their voice for promotional use.

I further grant Exceptional Abilities and its representatives the right to reproduce, use, exhibit, display, broadcast, and distribute these images and recordings in any media now known or later developed as well as my child's name for promoting, publicizing or explaining Exceptional Abilities and its activities and for administrative, educational, or social media. I acknowledge that Exceptional Abilities owns all rights to the images and recordings.

Parent/Guardian's Full Name: _____
Parent/Guardian's Email: _____
Child's Full Name: _____

Child's Date of Birth: _____

Waiver, Indemnity, and Release

I hereby waive any right to inspect or approve the use of the images or recordings or of any written copy. I further waive all moral rights. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials.

I hereby release, defend, indemnify and hold harmless Exceptional Abilities, its employees or agents from and against any claims, damages or liability arising from or related to the use of the images, recordings or materials, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

I reserve the right to revoke my consent to Exceptional Abilities' future use of my photographs at any time by contacting Exceptional Abilities and agree that any revocation will not apply to already published promotional or advertising materials.

I certify that I am over the age of eighteen (18) years and the parent or legal guardian of the minor named above. I have read this document before signing below, and I fully understand the contents, meaning and impact of this consent, waiver, indemnity and release.

Signature of Parent/Guardian Date