

**FLORIDA ATLANTIC UNIVERSITY
COMMUNITY CENTER FOR EXCELLENCE IN WRITING (CCEW)
CONSULTING SERVICES AGREEMENT**

777 Glades Road
Boca Raton, FL, 33431
Boca office phone: TBA
Director: jgalin@fau.edu
Manager: mkursell@fau.edu

Client: _____ **Date:** _____

If Client is a minor (under the age of 18), name of parent/guardian: _____

This consulting services agreement (“Agreement”) is between the CCEW and the Client for writing consulting services as described below.

I. Scope of Services

Inspired by the successful model and philosophy of FAU’s University Center for Excellence in Writing (UCEW), the CCEW supports and promotes academic and professional writing for clients *outside* of the FAU community. The CCEW is not an editing service, but rather a service designed to foster self-sufficiency by helping an individual master his/her long-term writing goals. The CCEW will assist with the development of university-level writing and study skills, as well as offer guidance on a wide array of specific writing tasks such as admissions essays, personal statements, job applications, applications for graduate school, and prompts specifically designed to help him/her succeed in anticipated disciplines and fields. By administering a set of diagnostics during an initial in-take consultation, and monitoring skill development through frequent progress reports, the CCEW will help an individual systematically track his/her growth, so he/she may excel in academic and professional endeavors.

The CCEW will strive to provide the highest quality consulting services. Due to the nature of education and individual performance, however, the CCEW can make no guarantees or promises with regard to specific professional, academic, or educational outcomes.

II. Statement of Eligibility

To be eligible to receive consulting services from the CCEW, the Client may not be currently qualified to receive services from the UCEW. Qualified FAU full- and part-time undergraduate and graduate students, staff, faculty, and visiting scholars may receive services from the UCEW.

III. Site

All consulting sessions will be held in GS 215, or the common areas outside of the Math and Writing center locations on the second floor of the Center for Teaching and Learning (General Classroom South) on the Boca Raton campus of Florida Atlantic University, 777 Glades Road, Boca Raton, FL 33431.

IV. Rates

The CCEW may charge the Client for individual sessions and/or packages as set forth on Exhibit A attached hereto. Clients must schedule an diagnostic intake consultation with the CCEW manager before purchasing and scheduling packages.

V. Scheduling and Appointments

All appointments will be scheduled with the CCEW manager. If packages are requested, a two-hour diagnostic session will also be scheduled at that time. If the CCEW manager is not available to answer the phone, the Client should leave a voicemail including his/her name, phone number, and reason for calling. The manager will make every effort to respond to the Client's message in a timely manner.

VI. Billing and Payment

The total fees will be due in full, in advance, payable on the CCEW's Marketplace website (https://epay.fau.edu/C20081_ustores/web/) prior to the first tutoring session. **Only credit card purchases and webchecks will be accepted.** Additional sessions and packages may be purchased in the same manner. **Clients are not to pay the director, manager, or the consultants directly. All payments are processed online.** Clients should address all billing questions to the manager.

VII. Parking

Consultation fees do not include costs for a temporary parking permit, which may be purchased on FAU's Parking and Transportation Service's website: (http://fau.edu/parking/temporary_permit.php). Alternatively, Clients may pay for metered parking. Information about metered parking can also be found on FAU's Parking and Transportation Service's website: (http://www.fau.edu/parking/metered_parking.php).

VIII. Refunds

Refunds will not be given for sessions. Any unused hours are non-refundable and must be used within a one-year period from the date of the original consulting agreement. Any sessions not used within one year will be forfeited, with no refund. However, hours are transferable to family and friends, though these new clients will be charged an additional in-take consultation rate (\$100) in order for us to better understand their particular needs.

IX. Late Arrival Policy

The Client should make every effort to contact the manager via phone call and email in the event of late arrival. If the Client arrives late for a consulting session, the session will still end at the regularly scheduled time and shall count as a full session. If the CCEW consultant is more than 10 minutes late to a consulting session, the Client may choose to continue with the session as planned or may reschedule the appointment for a later date at no extra cost to the Client. However, the Client will not be reimbursed for parking fees. The Client will always be billed for an entire session, even if the Client decides to end the session early.

X. Cancellation of Sessions Policy

The Client should make every effort to contact the manager via phone call and email in the event of a cancellation. If a session is cancelled at least 48 hours ahead of time, the Client will not be charged. If a session is cancelled less than 48 hours ahead of time, but before the day of the scheduled session, the client will be charged a **\$20 processing fee**. If a session is cancelled on the day of the scheduled session (or if the client is a “no-show”), the client will be charged **100% of the session rate**. If a session is cancelled, every effort should be made to reschedule the session with the manager at a mutually agreeable time, within two weeks of the missed session. However, the Client is not guaranteed the same meeting time or day of the week as the missed appointment.

XI. Storage

The Client is responsible for storing all written and typed work completed during a consulting session (this includes revised and completed projects, hand-written and typed exercises, and notes from the consulting session). The Client is encouraged to bring USBs or any other devices, which will help him/her store work. The CCEW shall not be responsible for loss due to error or damage.

XII. Consultants

The CCEW recommends that the Client should attend at least two sessions with his/her CCEW consultant before deciding if he/she is an appropriate match. However, if the Client requests a new consultant after the initial session, the CCEW will use reasonable efforts to honor this request, provided another consultant is available to work during the specified date and time.

XIII. Confidentiality

The CCEW will not share the Client’s personal information and educational information with a third party, unless the Client has given the CCEW express written permission or as otherwise required by law, including without limitation Florida’s public records laws. If the Client is a minor, educational information and progress reports will be shared with his/her parent or guardian.

XIV. Termination

The CCEW may terminate this Agreement upon written notice to the Client at any time. In the event of termination, the Client shall only be refunded for a pro rata share of prepaid sessions that are not used prior to the date of termination.

XV. Expectations

While on FAU property, the Client shall be subject to all FAU regulations and policies and all applicable local, state, and federal laws. The Client further agrees to follow the CCEW Consulting Policies set forth on Exhibit B attached hereto.

XVI. Non-Discrimination & Accommodations Policy

Pursuant to [FAU Regulation 5.010](#), FAU is committed to ensuring that each member of the University community shall be permitted to work or study in an environment free from any form of unlawful

discrimination or harassment that is based on race, color, religion, age, disability, sex, national origin, marital status, veteran status, sexual orientation, or any legally protected class or basis. Pursuant to [FAU Policy 1.13](#), it is the policy of FAU to comply fully with the requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and other federal and state laws and regulations prohibiting discrimination on the basis of disability or handicap. FAU will use reasonable efforts to provide a requested accommodation if the accommodation is reasonable and will not fundamentally alter the service.

XVII. Warranty and Disclaimer

The CCEW warrants that the services provided will be offered with reasonable care and skill, in accordance with the CCEW's standards and in a professional manner consistent with other types of businesses providing the same type of services. The CCEW otherwise expressly disclaims all warranties and conditions, either express or implied, pertaining to the services and assumes no liability with respect to any use or reliance on any portion of the services or any recommendations in connection therewith. The CCEW cannot guarantee that the Client will see quantifiable improvement in writing ability.

XVIII. Limitation of Liability

Neither the CCEW nor its consultants shall be liable, whether arising out of contract (including the failure of essential purpose of any remedies), tort (including negligence), strict liability, or any other cause of or form of action whatsoever for any special, incidental, punitive or consequential loss or damage of any nature arising at any time of from any cause whatsoever. The maximum liability of the CCEW under this Agreement, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, shall not exceed the amount paid by the Client to the CCEW for the services provided under this Agreement.

XIX. Governing Law and Non-Assignment

The provision of the services and the validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Neither party may, without the advance written approval of the other party, assign any right or delegate any duties pertaining to this Agreement.

XX. Minors

Unless otherwise noted below, it is the responsibility of the parent/guardian to ensure that both one front desk assistant and one consultant are present at the tutoring location before dropping off a minor child. If two adults are not present in the Center for Teaching and Learning (CTL), a minor child may not be left unattended. It is also the responsibility of the parent/guardian to ensure that he/she will be present at the end of each session. CCEW staff or consultants are not expected to wait with a child and shall be released of any responsibility for supervision after the session has ended.

Initial All Items):

_____ I verify that I am not a current FAU student, staff member or faculty member.

_____ I verify that I do not expect the CCEW consultant to edit my writing, nor complete my writing tasks for me.

_____ I verify that I will take full responsibility for purchasing basic supplies. I will come to sessions prepared to work, with all of the necessary materials.

_____ I verify that I will take responsibility for tracking my errors, producing and storing my work, and will make an honest attempt to complete all homework assigned.

_____ I verify that I will not plagiarize or deliberately misrepresent another's work as my own.

_____ I have read this Agreement and agree to its terms, including without limitation the payment terms and the CCEW Consulting Policies listed on Exhibit B.

Approved:

For Client: _____

Date: _____

For CCEW: _____

Date: _____

For Parent or Guardian if Client is not 18 years of age:

Date: _____

Thank you for choosing the CCEW. We are truly committed to our clients and their success. We look forward to working with you!

Option for Parents/Guardians of Clients at least 16 years old:

I permit my minor child, who is at least 16 years of age, to arrive at and leave the sessions without adult supervision. I hereby release the CCEW from any liability associated with my minor child being on the FAU campus unsupervised and shall assume responsibility for the actions of my minor child in such regard.

By: _____

Date: _____

Exhibit A

Rates

A. Individual Rate

- **\$85** for one, 55-minute consultation, with no in-take consultation.

B. Diagnostic In-Take Consultation

- **\$100** for an in-take consultation (which includes **\$100** for the testing, interview, and curriculum development process)

C. Packages (May Only Be Purchased After In-Take Consultation is Completed)

- **\$150** for a two-visit package (**\$75 per session**), which must be purchased online at the time of the in-take consultation. Each visit is 55 minutes.
- **\$350** for a five-visit package (**\$70 per session**), which must be purchased online at the time of the in-take consultation. Each visit is 55 minutes.
- **\$650** for a ten-visit package (**\$65 per session**), which must be purchased online at the time of the in-take consultation. Each visit is 55 minutes.
- **\$1200** for a twenty-visit package (**\$60 session**), which must be purchased online at the time of the in-take consultation. Each visit is 55 minutes.

These rates may change from time to time at the sole discretion of the CCEW; provided, however, that once a package is purchased, the package rate purchased will not be modified for the duration of the sessions.

Exhibit B

CCEW CONSULTING POLICIES

- A.** The CCEW consultant will help the Client identify and track patterns of concern in reading, writing, and critical thinking and will use a system for recording these patterns so the Client may keep a cumulative record.
- B.** The CCEW consultant will help the Client identify and eliminate grammatical errors with the goal of the Client becoming self-sufficient at proofreading his/her own work. Typically, an “Error log” or *Connect* (a McGraw Hill web-based assignment and assessment software package) will be used for tracking purposes. CCEW consultants will not, however, edit an entire document for the Client, no matter how short the project.
- C.** The Client will provide all basic tools of consulting, including books and supplies (i.e., paper, note cards, binder, etc.) as requested by the CCEW consultant. While designated laptops will be available during the consultation, the Client is encouraged to bring his/her laptop to all sessions, if he/she has one.
- D.** The Client will be responsible for appropriately storing and saving all handwritten and typed work completed during a consultation.
- E.** The Client should give every effort during consulting sessions. Further, the Client is expected to complete all assigned homework and track his/her major patterns of error so that he/she can proofread work in the future.
- F.** If plagiarism is apparent, the CCEW consultant will use reasonable efforts to help the Client identify, eliminate, and/or rework the questionable text.