

Peak Performance Prep 2025-2026 School Year

Tutoring Program Agreement Peak Performance Test Prep Program (SAT | ACT | CLT)

This Agreement is entered into by and between the undersigned student and/or legal guardian ("Client") and **SPS Tutor LLC** ("Provider"), a limited liability company lawfully operating in the states of Florida and Tennessee, for the provision of virtual one-on-one standardized test preparation services.

1. Parties to the Agreement

| Name of Preferred Tutor: Ali Tozer OR SPS Tutor Staff |
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| Contact Number and Email: Ali Tozer, Owner spstutor@yahoo.com (941) 412-7947 |
| Student Name: |
| Student Address: |
| Student Contact Number and Email: |
| Parent/Guardian Name (if Student is a minor): |
| Parent/Guardian Address: |
| Parent/Guardian Contact Number and Email: |
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2. Program Description

Provider agrees to deliver ten (10) one-on-one virtual tutoring sessions tailored to prepare the student for one of the following standardized tests:

- **SAT**
- ACT
- CLT (Classic Learning Test)

The sessions will be designed to enhance test-taking strategies, improve subject-specific knowledge, and support measurable score growth.

To qualify for participation in the **Peak Performance Program**, students must present **official score reports** that meet the following criteria:

- SAT: Composite score must be below 1200
- ACT: Composite score must be below 22
- CLT: Composite score must be below 80

Only students whose scores fall below these thresholds will be eligible for enrollment in the program and for the associated performance guarantee. Students who exceed these benchmarks are not eligible for participation under this agreement.

3. Performance Guarantee

If the student:

- Completes all 10 sessions,
- Submits all required homework and practice test assignments,
- Takes an official or officially proctored post-test within 30 days of the final session,

AND does NOT achieve:

- +200 points on the SAT,
- +5 points on the ACT,
- +20 points on the CLT,

the student will remain enrolled in the Peak Performance Program for up to one (1) year from the original enrollment date at no additional charge. This includes:

- Monthly score improvement check-ins
- Up to 2 additional virtual support sessions
- Ongoing recommendations for progress

This means that students will be enrolled into a virtual test-prep course developed with and overseen by SPS Tutor LLC. This course allows us to assign targeted lessons and practice aligned with the student's diagnostic results and areas of need. Our staff will actively monitor student progress, evaluate weekly performance, and adjust content assignments accordingly to ensure students are working on the most relevant material.

To achieve a score increase, students must fully participate in this extended program by completing all assignments, lessons, and practice tests assigned through the virtual platform. Failure to complete the required work may significantly hinder measurable improvement and may disqualify the student from further extended support.

To maintain eligibility during the extended year, students must:

| Take an official or officially proctored exam every 90 days Submit scores to atozer@spstutor.com within 7 business days of score release |
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| Failure to meet these requirements will result in termination of continued access. |
| 4. Fees, Payment & Refund Policy |
| The total fee for the 10-session package is due in full prior to the first session unless otherwise agreed in writing. |
| Refund Policy: All sales are final. No refunds will be issued-even if the student fails to achieve the guaranteed score increase, regardless of performance. The remedy provided under this agreement is extended enrollment for one (1) year from the date of enrollment with additional support, as outlined in Section 3. |
| 5. Virtual Delivery |
| All sessions will be conducted via a secure online platform in accordance with our FOCUS sessions. The Provider will ensure that students have access to necessary materials, links, and communication tools to fully participate in each session. |
| 6. Cancellations & Rescheduling |
| Clients must provide at least 24 hours' notice to reschedule a session. Missed sessions without 24 hours prior notice are charged as a used session at the Provider's discretion. No exceptions will be made. Failure to attend all 10 sessions automatically nullifies this agreement as the 10 sessions were not completed as required. In other words, if you cancel a session within the 24 hour policy, the agreement is null and void and you are not eligible to remain enrolled in the program for a year. |

7. Limitations and Exclusions

This agreement does not guarantee admission to any college or university. The score increase guarantee applies **only** to students who complete all program requirements as outlined above.

8. Legal Governance

This agreement shall be governed by and construed in accordance with the laws of the **State of Florida** and the **State of Tennessee**. Any disputes shall be resolved in the courts of the state in which the tutoring services were contracted, unless otherwise mutually agreed in writing.

9. Acknowledgement and Acceptance

By signing below, the Client acknowledges and accepts the terms and conditions of this agreement.

| Student Name: | |
|-------------------------------------|---|
| Parent/Guardian Name (if under 18): | |
| Signature: | |
| Date: | _ |
| Provider Representative: | |
| Signature: | |
| Date: | _ |