

Elevate Strategies

Contract and Policies

2023

Introduction

Our time is valuable and so is yours. Elevate Strategies, LLC (herein referred to as “Elevate” or “Company”) commits to having time scheduled for your mentoring sessions to maximize your learning experience. This Mentoring Contract (“Contract”) informs You (herein referred to as “Learner” or “You”) about the expectations and policies of the tutoring/mentoring sessions and services. This Contract outlines how services are conducted, the required/recommended equipment for services, payment policies, appointment scheduling & rescheduling policies, and Elevate’s Privacy Policies & Terms of Service.

Consultation

Before the first session, Elevate will set up a time for a brief consultation with You (if You have not already completed a consultation). This will be a 20-minute session conducted via the phone. The Learner (You) will answer a few questions in order to outline individual needs and services. This will also be an opportunity for You to get answers to any questions prior to commencing the sessions. The first mentoring session will be scheduled during this consultation or in a follow-up communication (written or verbal) with You.

During the consultation, the Learner will also be assigned a Professional Mentor (herein referred to as “Professional Mentor” or “Mentor”). The Mentor will guide the Learner through the sessions and the preparation for the licensing board examination by providing tutoring, mentoring, instructional, and motivational services (“Services”) to the Learner.

Due to the personal nature of the Mentor-Learner relationship, should the Mentor-Learner relationship be deemed unsatisfactory, the Learner has the right to request through the Company a different Professional Mentor without loss or change to the Learner’s services. Likewise, if the Mentor requests to terminate the Mentor-Learner relationship, the Learner will be notified in writing in a timely manner and will receive assignment of another Professional Mentor to continue and complete all services.



Internet and Equipment

Elevate uses specific software for tutoring and mentoring sessions as well as hosting program content. Elevate retains the right to change any software and platform at any time. The current program software is called TutorBird (herein referred to as “Learner Platform”). Learners accept that there may be communications through the Learner Platform for scheduling, messaging, tracking session attendance, and invoicing.

All sessions will be conducted over the video-conferencing software called Zoom. This is a free software, but it requires a download to the Learner’s computer or device. The Learner will also need to create an account to use Zoom’s services. It is the Learner’s responsibility to ensure appropriate and timely updating of Zoom and any related software. Should the software be required to update at the beginning of a mentoring session, the Learner will not be able to make up any time lost during the update process.

The Learner must provide his or her own computer or tablet device on which the Learner Platform and Zoom are properly functional in order for Services to be rendered. Elevate does not employ an information technology (IT) technician. Therefore, should a Learner require IT services to diagnose and/or fix a computer hardware or software issue, it will be the Learner’s responsibility to amend technical problems so that tutoring, mentoring, and related Services may proceed. If more than 10 minutes is required to fix a computer or technical problem during a session, the session will be rescheduled for a future date and time.

During the sessions, it is recommended that the Professional Mentor and Learner are located close to the router to ensure the best internet connection. Earbuds or headphones may be used at any time (however, these are not required). Should either the Mentor or the Learner experience internet problems, the following solutions will be systematically implemented:

- The Mentor will reset the Zoom session.
- The Mentor and the Learner will try to move closer to the router.
- The Mentor and/or the Learner will reset the router.
- The Mentor and Learner will turn off the computer video and use the audio function only.
- The Mentor and Learner will turn off the computer video and audio functions. A phone connection will then be used for audio function. Screen sharing will still be able to function (and must be able to function to continue the session).

If the above solution(s) do not amend the issues with internet services or technological issues and the session is unable to continue, a rescheduled session for the remaining time will be set up between the Mentor and the Learner.



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Cancellations & Rescheduling

If You need to cancel or reschedule a session, please directly contact your Professional Mentor via phone call, text, or email communication. Should the Professional Mentor be unreachable for any reason, contact the Company directly at the following avenues of communication:

- 719.881.0561
- jace@elevatestrategiespt.com

Should the Learner cancel or reschedule a session with less than 24 hours notice, the Learner will be subject to, and agrees to pay, a cancellation and/or a reschedule fee as outlined in the following paragraphs.

If the Professional Mentor cancels or reschedules a session for whatever reason, the Learner will be notified in writing (including via email communication) and with a phone call (and/or voicemail) to the Learner. If the Professional Mentor cancels or reschedules a session with less than 24 hours notice, the Learner will receive a credit for the session and will be able to utilize that credit at any future date and time as directed by the Learner.

If a Professional Mentor is tardy to a session, the Learner will receive a credit for the time elapsed if the Mentor (and/or Learner) is unable to make up that time within the same session as the tardiness occurred. A credit will be reflected on the Learner's account should the time be unable to be amended within the same session.

Cancellations: There is a **\$60 cancellation fee** for all cancellations made by a Learner within 24 hours of the scheduled time regardless of the reason for cancellation. It is preferable to reschedule the session right away, however a Mentor may choose not to reschedule until the fee is paid. *By signing this document, You agree to authorize the Company to charge for and collect any accrued cancellation charges to your payment method on file.*

Reschedules: There is a **\$40 rescheduling fee** for all reschedule requests made by a Learner within 24 hours of the scheduled time regardless of the reason for rescheduling. It is preferable to reschedule the session right away, however a Mentor may choose not to reschedule until the fee is paid. *By signing this document, You agree to authorize the Company to charge for and collect any accrued rescheduling charges to your payment method on file.*



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No-Shows: A full charge will be issued for any no-show and/or no-call sessions by a Learner regardless of the reason. If there are two consecutive no-show/no-call sessions by a Learner, there will be a **\$200 no-show fee** and this Tutoring Contract plus any future sessions may be cancelled. By signing this document, you agree to authorize the Company to charge for and collect any accrued no-show charges to your payment method on file.

Tardiness: If the Learner arrives late to a session, that time will be charged for. The Professional Mentor may be providing Services to other Learners, including the potential to have back-to-back appointments, and they cannot provide more time for the Learner if the Learner is tardy. As a courtesy, please call, text, or email your Mentor if You will be late. If tardiness becomes a continuing issue, a \$20 fee may be added per session at the discretion of the Company and/or the Mentor.

Please note that the Company and/or the Mentor attempts to do our best not to charge for cancellations or reschedules. At the discretion of the Company and/or the Mentor, a Learner may receive one "free" cancel and/or reschedule (with less than 24 hours notice) via a refund and/or credit. However, due to the unfortunate nature of a high volume of cancellations and rescheduled sessions, **an automatic charge will appear** on the Learner's account for any and all cancellations and/or reschedules requested by the Learner **with less than 24 hours notice.**

Session Notes

Each session will be 60 minutes in length. Following the end of each session, the Learner will receive any and all notes from that session (in PDF format) as well as a copy of the Zoom recording (if the Learner has chosen and consented to record sessions). These will be uploaded to the Learner Platform. Please direct any questions about accessing and/or finding these resources to Your Mentor and/or the Company.

Elevate provides other resources for the Learners through the Learner Platform, which may be accessed and used by any Learner who has already signed up for and purchased a package (or payment plan) through the Company. Please note that use and/or distribution of any of Elevate's resources to any Learner or source outside the Company, including but not limited to, any other person who is not signed up or who has not made a purchase through the Company, will be subject to copyright infringement, resulting in immediate termination of this Contract and/or the pursuance of further legal action.



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By using the provided resources on the Learner Platform, You as the Learner agree to not share and/or distribute the resources in any way.

Video Recordings

Learners may choose to have the sessions recorded for later study and review. If You choose to have your sessions recorded, You must fill out the Zoom Consent Form to provide permission for the recordings. In filling out the consent form, You also agree to abide by all directions and restrictions laid out in the form. Please note that Elevate does not keep a copy of the recording once it has been uploaded to the portal after the session.

You may **opt-in or opt-out of recordings** at any time by providing written notice to the Company.

Practice and PEAT® Questions

Please note that the FSBPT® requires Professional Mentors and Learners to abide by the **NPTE Security Agreement** when registering and preparing for the examination. Per this policy, any discussion, memorization, or re-creation of NPTE® exam content (including answers and questions) is prohibited and Mentors/Learners are unable to discuss real NPTE® questions in the services and/or sessions. However, Mentors/Learners are able to discuss the practice questions from the Practice Exam and Assessment Tool (PEAT)® as long as the Learner has purchased a valid PEAT® license.

Payment

All payments will be **collected upfront**. **Failure to remit payment will result in automatic session cancellation.**

Please note there is a convenience fee and sales tax included each payment.

If You require a payment plan, please contact the Company at hello@elevatestrategiespt.com with the subject line "Payment Plan". Payment plans are available for each package. Refer to the [website](#) for current information.

Please note that the specified payment for any payment plans will be **REQUIRED** to be paid **PRIOR** to any and all mentoring sessions. This means a weekly mentoring session may be cancelled in the event the weekly payment has not been made by the Learner.



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Individual sessions are \$125 per session.

Mentoring packages are discounted from the individual per-session rate. Please refer to [Elevate's website](#) for current package rates.

If a Learner has purchased a mentoring package, but wants to add sessions upon completion of the package, a Learner may purchase additional sessions individually (one at a time) at the current package rate. Learners also have the option to purchase another mentoring package.

There are no fees for cancellations or reschedules (with 24 hours or more notice) if a Learner has purchased a mentoring package. *However, any no-show/no-call sessions will be charged at the full amount.* Refer to the "Cancellations & Rescheduling" Section for further information on any cancellations or rescheduled sessions that occur with less than 24 hours notice.

Please note it is the LEARNER'S responsibility to plan and utilize all sessions prior to his or her NPTE® examination. **Should a student fail to utilize all sessions, the full package rate will still be invoiced and payment is required to be remitted.** By signing this document, You agree to authorize the Company to charge for and collect any accrued charges for unused sessions to your payment method on file.

Termination

This Tutoring Contract allows for Elevate and/or the Professional Mentor to end the Mentor-Student relationship if there is lack of commitment, three or more consecutive cancellations or reschedules without notice, unwillingness to put in the appropriate time outside of tutoring sessions, or for any other reasonable cause.

After you pass the NPTE®, please feel free to keep in contact. Elevate is available and happy to provide job references or answer questions about the job field and/or jurisprudence examinations.

Refunds

No refunds will be issued for tutoring services or packages.

However, if You do not pass the NPTE® after purchasing and participating in a **mentoring package**, You are eligible for some recovery sessions based on your package. Please note the following:



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Basecamp Package (12 Sessions): eligible for 1 recovery session
Expedition Package (16 Sessions): eligible for 2 recovery sessions
Summit Package (24 Sessions): eligible for 3 recovery sessions

**Please note that individual sessions are ineligible for recovery sessions.*

Further, Learners may choose to purchase additional sessions at a discounted rate after utilizing any recovery sessions.

Finally, You will receive a 30-minute complimentary recovery consultation to restructure and replan your study approach. Please email hello@elevatestrategiespt.com or give us a call (719.881.0561) to set up your recovery session.

Mentoring & Program Content

Elevate has developed its own curriculum and teaching methods for preparation for the licensing board examination. We ask that You do not share materials, files, photographs, or any other content that You receive from sessions (including your session notes). There are several free resources available to anyone on our website, which includes a [YouTube channel](#) with helpful tips and tricks as well as free practice questions. You may share any of these resources with other Learners studying for the test.

Privacy Policy and Terms of Service

By entering into this Contract agreement, You also agree to our [Privacy Policy](#) and [Terms of Service](#). These policies can be found on our website and You may request a copy at any time.

Limitation of Liability

Learner agrees to limit any and all liability or claim for damages, cost of defense, or expense it seeks against Elevate or Mentor to a sum not to exceed the cash compensation actually realized by Elevate or Mentor under this Agreement, arising from any breach, error, omission or negligence by Elevate or Mentor in the course of performing services under the Agreement. Notwithstanding anything else herein, in no event will Elevate or Mentor be responsible for lost profits, lost revenues, or consequential, incidental or special damages. This provision survives termination or expiration of this Agreement, with Learner continuing to limit liability.



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Learner Consent

I, _____ [print name], consent to this Mentoring Contract and agree to be bound by the terms of this contract. I understand that a breach of any portion of this contract will result in termination of the Contract and Services without any refund.

This consent is valid from the date signed.

Learner Signature

Date

