



RTS Success® Contract

Thank you for trusting **RTS Success®**, a division of **READING THERAPEUTIC SERVICES, LLC**. RTS Success® provides invaluable instruction toward becoming a strong learner and test-taker with minimal effort. RTS Success provides skills for learning all textual materials, resulting in both top grades and superior standardized test scores with maximized efficiency. Reading mastery reciprocally produces skilled writers.

Please carefully read the following information.

1. **Applying to the Program:** To apply to the program, parents/students must by complete the **Student Application online form** (RTSsuccess.com). Upon receipt, an RTS team member will contact you to provide placement information and the next steps.
 - A. **Monthly Tuition Includes:**
 - a. A welcome email that prepares students for their first session
 - b. An RTS Success® **cognitive evaluation** (exclusively for instructional purposes) and a **verbal intervention plan** that is shared with the parent/student
 - c. **24/7 access** to the **RTS Success® website**
 - d. **Four 60-minute 1:1 virtual sessions** with the **RTS Success® Coach**, conducted via video conferencing software for up to three participants
 - e. **Unlimited daily homework help** (*delivered via Google Drive*), Monday-Friday, with responses provided within 24 hours
 - f. RTS Success® proprietary program **Lesson Review Videos** (*via digital platform*)
 - g. RTS Success® proprietary program **Skills Practice Worksheets** for increasing accuracy and speed (*delivered via Google Drive*)
 - h. RTS Success® proprietary program **Supplemental Reference Materials** (*delivered via Google Drive, email, and/or digital platform*)
 - i. RTS Success® proprietary program **Quiz Practices** that evaluate skills and provide *immediate* feedback with comprehensive explanations. (*delivered via digital platform*)
 - j. Detailed **Weekly Emails** that outline specific focus areas/goals and specific homework directives
 - k. A **Weekly Guided Planner** for RTS Success® work and/or schoolwork, assisting in monitoring homework time as it associates to academic success
 - l. **Ongoing, lifetime learning materials**, sent to the student after completion of the **RTS Success®** program (*delivered via Google Drive, email, and/or digital platform*)
2. **Term and Fee: \$480.00 per month**
 - A. The period during which the Student will have access to the Program (the Term) will begin after you: (a) submit the completed *Student Application Form* on the RTSsuccess.com website and, (b) pay the Company monthly via RTSsuccess.com. Upon receiving the completed forms and contacting the prospective parent/student, Reading Therapeutic Services will send an email for the **payment link**.
 - B. After the initial payment and at the end of each month, READING THERAPEUTIC SERVICES, LLC will charge \$480.00 on an auto-renew basis until either (a) the parent/student cancels, or, (b) READING THERAPEUTIC SERVICES cancels access upon a student's completion of the program.
 - C. **Program Cancellation:** Payments are non-refundable, so please make sure that students are ready to commit to the program. However, parents/students may cancel the program if they do so *at least three business days prior to the new tuition charge*.
 - D. **RTS Success® money-back guarantee:** Students' success rates have been so high that RTS is able to offer a *money-back guarantee*. After the initial evaluation session, if the student makes no progress

after the first four working sessions (providing that the student is completing *all* assigned homework and actively participating in all sessions), all payments beyond the cost of the initial evaluation session (\$120.00) will be refunded. RTS has yet to have a student who, based on testing, has not progressed, but the company welcomes the challenge!

3. Homework and Lessons:

- A. RTS Success® program sessions are one-on-one virtual lessons with the student for 55 minutes. The last five minutes of each session is reserved for emailing homework directives, along with explaining progress, procedures, and strategies that must be performed throughout the week for supporting the lesson.
- B. *It is imperative that students complete RTS daily homework for gaining optimal results.* Students learn skills sequentially; therefore, initially applying specific skills directly to school/testing will be frustrating. As we progress, the RTS goal is to apply all mastered skills to school and/or testing. ***The required homework time spent on RTS reading skills*** (not including assigned reading outside of RTS) ***is 20-30 minutes daily during the school year, and 45-60 minutes per day during the summer.***
- C. Students are encouraged comment via Google Drive for homework help. They also have access to video lessons, quiz practice, worksheets, and review supplements for homework support. Homework directive support is not for reteaching tasks because students have not kept up with daily homework, which is essential for retaining skills. Homework help is to alleviate frustration so that students can progress with their homework during the week, not to check homework, which is part of session work.
- D. Homework is to be completed daily; chunking the homework into several days will not provide the same results. Homework practice for the first month is 7 days per week. Thereafter, homework practice is at least 5 days per week. **Daily practice is essential for success.**
- E. **Before attempting to complete any new homework the following day, students must review all corrected work, even if it takes one entire homework session.** *Reviewing work within the first 24 hours is essential for reinforcing the strategical “pattern” for learning.* Once all session work has been reviewed, continue with the daily assigned work.
- F. Also, it is imperative that students feel comfortable during RTS Success® sessions. Please refer to coaches by their first name. Positive and secure relationships create an optimal leaning environment. Speaking freely with open communication and inquiry is essential for the most expeditious RTS learning experience.

4. Attendance

- A. To ensure progress, RTS highly recommends that students schedule weekly sessions with their coach on an ongoing, consistent basis. Students are provided with weekly one-hour coaching sessions each month to ensure learning growth.
- B. Although every attempt will be made to keep meetings on a regular, recurring schedule, there may be times that either party must reschedule due to an emergency. In such cases, *meetings not made up within the current subscribed month will be forfeited.* Your RTS Success® Coach will schedule around holidays and vacations to plan for those situations in advance. However, if other rescheduling needs occur, it is important to notify your coach *a minimum of three business days in advance* to avoid a meeting forfeit. Once a session meeting has been forfeited, it cannot be made up later.
- C. The RTS Success Session Calendar is posted on the site and lists specific dates when sessions and homework help are not available (<https://rtssuccess.com/2018-calendar/>). Students are strongly encouraged to continue their prescribed daily work and access the proprietary RTS Success® Lesson Videos and RTS Success® Quiz Practice to ensure continued progress. Makeup lessons are not available during these times.

- D. Students are required to promptly contact their coach via *Zoom* at their scheduled time. Their coach will provide the student a meeting invitation link beforehand. If a student calls in late, the missed time will not be included in the session, as students are scheduled hourly.

5. Parent Participation and Communications:

- A. Parents are strongly recommended to be present during each RTS Success® session and can also join the session remotely if they are outside the home. Regardless of age, parent participation and collaboration within the session provides students with the quickest outcomes. Also, since coaches are busy and cannot report specifics of each session outside the session hour (the homework email provides general session information), attending parents will be able to see the great progress and ask questions.
- B. **Learning Challenges:** Parents must disclose any documented learning challenges that may prohibit academic success to RTS.

6. THIS CONTRACT binds READING THERAPEUTIC SERVICES, LLC, a Michigan limited liability company (the **Company**), and THE UNDERSIGNED INDIVIDUAL (**you**). You will assure the Company that:

- A. You understand that the Company educates individuals in academic achievement.
- B. You also understand that the Company owns a brand of software titled *RTS Success®*, as the Company's on-line instructional tool (the **Program**).
- C. The student will be provided with an RTS Success® coach, who will assess the student and provide guided instruction (the **Program**).
- D. You are the parent or legal guardian of a particular minor (the **Student**), or a student who is over 18 years of age (the **Student**), who wants to improve his or her academic skills using the Program.
- E. The Student has unhindered access to a computer with webcam that is linked to a reliable internet connection, and, has access to a color printer.
- F. The Student (a) speaks English as his or her first language, (b) has the ability to recognize words in the English language at a sixth-grade reading level, and (c) suffers from no developmental disorder that significantly impairs the Student's ability to read and understand verbal instructions.

7. Additional Terms & Conditions

- A. All fees for READING THERAPEUTIC SERVICES, LLC are payable in US dollars only, net any fees charged by your bank. Non-US clients agree to cover any non-US customs fees, duties, taxes, telephone charges, or other costs related to participation in this program.
- B. Any request to terminate or change this subscription must be made in writing to READING THERAPEUTIC SERVICES three (3) business days in advance of your next payment date.
- C. Each party acknowledges that confidential information will be disclosed to the other, including, without limitation knowledge about, processes, methodology, research, and services (including the RTS Success® "Proprietary Materials," as such term is defined below) of the disclosing party and that all such information are and will be the trade secrets and confidential and proprietary information of the disclosing party (collectively "Confidential Information"). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of the disclosing party or that the disclosing party regularly gives to third parties without restriction on use or disclosure. Each party agrees (a) to hold the other's Confidential Information in strict confidence, (b) not to disclose such Confidential Information to any third parties; (c) not to use any Confidential Information for any purpose except in accordance with the performance of this Agreement; and (d) to ensure that any information to whom parties are permitted to disclose, such information comply with the foregoing restrictions. Each party shall be permitted to disclose Confidential Information pursuant to than Order from a court, tribunal or administrative proceeding; provided, however, that such disclosure is covered by a protective order that limits disclosure of the Confidential Information to outside counsel involved in the litigation.

- D. Both parties grant their mutual consent to monitoring/recording of communications by either party and/or their agents, whether for training, demonstration, performance, or quality assurance purposes.
- E. You agree that you bear sole responsibility for the use and implementation of our services for personal reasons, acknowledging that our materials and services are advisory and supportive only. You also agree to indemnify and hold harmless us and our agents from any loss or expense, including legal and other fees that result from any breach of this Agreement as well as from your activities or use of our materials/services.
- F. You acknowledge that we have developed at considerable expense the various confidential, proprietary, and copyrighted RTS Success® materials, and other materials, know-how, trade secrets and methodologies that will be shared with you throughout our relationship, including any recordings of communications made by either party (collectively, the "RTS Success® Proprietary Materials"). You agree that (a) the RTS Success® Proprietary Materials are the copyrighted, proprietary, and confidential property of READING THERAPEUTIC SERVICES, LLC and (b) all right, title and interest in and to the RTS Success® Proprietary Materials are owned by READING THERAPEUTIC SERVICES, and not you. You acknowledge that the RTS Success® proprietary materials are provided solely for the student's personal use only while enrolled in the RTS Success® program, and, subject to the other restrictions contained herein. You or anyone associated with you may not use, share, resell, copy, distribute, create derivative works based upon, or publicly display or perform, or transmit the RTS Success® Proprietary Materials (or any portion thereof) or any trademarks, service marks, trade names, logos or other words or symbols identifying RTS Success® or the READING THERAPEUTIC SERVICES proprietary materials without our prior written permission. In addition, you may not represent yourself as an authorized agent, consultant, or employee of READING THERAPEUTIC SERVICES, LLC.
- G. You agree that any use of the RTS Success® Proprietary Materials not expressly authorized in this Agreement is strictly prohibited. Without limiting the generality of the foregoing, you and anyone associated with you are expressly prohibited from (a) sublicensing, sharing, or reselling the RTS Success® Proprietary Materials; (b) marketing, promoting, and/or providing products or services based upon or incorporating in whole or in part the RTS Success® Proprietary Materials and involving consultation, coaching, training, education and/or support directed to others or allowing other persons to do so; (c) using the RTS Success® Proprietary Materials in any service or product not specifically authorized in this Agreement or offering it through any third party.
- H. We reserve the right to immediately cancel this Agreement for any breach of Sections 3, 6, or 7. Such termination shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.
- I. We are committed to the quality, consistency, and value of our program and services, and reserve the right to alter, as we see fit, the benefits and features offered as part of this program, both in presentation and technology, to provide the best possible customer experience outcome.
- J. Your non-payment does not constitute notice of cancellation or modification to this Agreement. If you fail to make payment to us pursuant to the Agreement, we are entitled to immediately interrupt our obligations under the Agreement until your account becomes current. Such interruption does not absolve you from the responsibilities of this Agreement.
- K. In the event a legal action is brought to enforce any of the terms or conditions of this agreement, or to recover damages for a breach thereof, any legal action shall be filed either in the United States District Court for Michigan or in the Oakland County Circuit Court for the State of Michigan. The prevailing party in any legal action shall be entitled to recover all monies incurred in connection therewith, including but not limited to that party's reasonable attorneys' fees, costs, and interest.
- L. Each party has participated in the negotiation and preparation of this agreement. Therefore, this agreement shall be construed in a fair and objective manner and not strictly for or against either party.

- M. This Agreement contains the entire agreement between you and READING THERAPEUTIC SERVICES, LLC, all prior agreements, promises, or representations being merged herein. The terms of this agreement shall not be altered or amended except in writing. Unless accepted by you, this Agreement will automatically expire twenty-one (21) days after being sent to you.
- N. I understand that I am purchasing a program and system that includes a personal RTS Success® Certified Coach. For any reason, I may request to work with a different RTS Success® Certified Academic Coach and READING THERAPEUTIC SERVICES will facilitate the transition in as smooth and seamless a manner as possible.
- O. I understand that the primary determining factor is reaching desired academic goals that are dependent on the student. Outside of gross negligence on the part of Reading Therapeutic Services to provide the stated deliverables and terms contained in this agreement, the program fees are not refundable.
- P. I have read and understand the preceding information and I accept the conditions/terms set forth in this contract. I hereby agree with all terms of this Agreement, and I authorize credit card charges to my account by Reading Therapeutic Services.**
- Q. By purchasing this subscription, you will have agreed (and bound yourself) to this Contract.**

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