

SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

ALAMEDA UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT (“Agreement”) is entered into this 14th day of March 2023 (the “Effective Date”) by and between Right at School, LLC (the “Provider”), and Alameda Unified School District (the “District”).

RECITALS

- A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.
- B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.
- C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to Exhibit A (the “School(s)”).

NOW, THEREFORE, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement.

Section 2. **Term.** This Agreement is for a term commencing on the Effective Date and continuing through June 30, 2024 (the “Term”), unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement may be renewed on an annual basis for an additional two (2) years subject to the Termination provisions of this Agreement.

Section 3. **Scope of Services.** The Provider agrees to provide the services described in **Exhibit A** to this Agreement (the “Services”) for and on behalf of the District in accordance with the terms and conditions of this Agreement.

Section 4. **Statement of Work.** The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees’ salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who

perform the Services. The District, from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

Section 5. Independent Contractor. The relationship between the Provider and the District shall be that of independent contractor.

Section 6. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties and meets the mandates of the ELOP. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate. The district and provider recognize that the schedule for the services provided may change based on district, state, and federal requirements.

Section 7. Enrollment of Students. The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in Exhibit B.

Section 8. Payment. Where the District has determined it will cover some or all of the cost of program tuition for students, the District shall pay Provider directly in the amounts and on the schedule set for in Exhibit B ("the Program Fee"). For all other students and/or portion of students' fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the "Delinquency Date") shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "Delinquency Interest Rate" of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

Section 10. Confidential Information.

A. Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information").

Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

B. **Covenant Not to Disclose or Misuse Confidential Information.** Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information. Provider shall promptly report to the District any unauthorized access to the student data.

C. **Ownership of Curriculum and Instructional Materials.** All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

D. **Student Records.** The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who need access to them in order to perform their responsibilities under this Agreement.

Section 11. **Compliance with Laws.** The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. **Background Checks.** The Provider will comply with all applicable background check laws for its employees and subcontractors that (i) will have contact with children through their performance of the Services, and (ii) are not also employed by the District. For any District employees who perform Services for the Provider, the Provider shall be entitled to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. **Insurance.** Provider, at its own expense, shall procure and maintain the following insurance policies with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, at a minimum., in the following amounts:

A. Workers' Compensation and Employers' Liability Insurance. Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of at least \$ 1,000,000, bodily injury by disease limit each employee of \$1,000,000 and bodily injury by disease policy limit of \$1,000,000. The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

D. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Four Million Dollars (\$4,000,000) per occurrence, which will provide additional limits for Provider's general liability, automobile liability, and Employer's Liability insurance policies.

E. Professional Liability Insurance: Professional Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

F. Sexual Abuse and Molestation Insurance: Sexual Abuse and Molestation Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

G. The Provider shall name the District as an additional insured to all insurance policies described above through endorsement (excluding the Worker's Compensation Insurance Policy) and provide such documentation to prior to providing any services.

Section 14. Termination.

A. Termination for Default. Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

B. Termination for Convenience. Either Party may terminate this agreement for convenience upon 60 days written notice to the other party.

C. Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with Exhibit B up to the date the Agreement is terminated.

Section 15. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the Alameda Unified School District, its Board of Directors, officers, agents, employees, and volunteers from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of its members, agents and employees. It is understood that such indemnity shall survive the termination of the agreement.

B. The Alameda Unified School District, its Board of Directors, officers, agents, employees, and volunteers and/or Schools and its Board of Directors and its employees agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

Section 17: General Provisions.

A. Notices. All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
Phone: 1-510-337-7000
Email: DKrueger@alamedaunified.org
Attention: Dani Krueger

If to the Provider
Right at School, LLC
909 Davis Street, Suite 500
Evanston, IL 60201
Fax: 1-855-287-4444
Email: cindy.lawson@rightatschool.com
Attention: Cindy Lawson

B. Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties. Provider agrees that, pursuant to California law, it shall maintain program and fiscal documentation for a minimum of five years.

C. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements, or communications, whether written or oral, that have been made by either Party.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

F. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

G. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

H. Changing Legislation. Provider understands that changes in state legislation or district policy may impact funding levels and responsibilities of Provider during an academic school year.

I. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.

J. Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Payment Terms


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

ALAMEDA UNIFIED SCHOOL DISTRICT

RIGHT AT SCHOOL, LLC

By: _____

By:  _____

Its: _____

Its: Chief Growth Officer _____

Date: _____

Date: March 8, 2023 _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services has been agreed to by the Provider and District:

1. Right At School operates after-school programming at the District's following schools:
 - a. Bay Farm School, located at 200 Aughinbaugh Way, Alameda, CA 94502
 - b. Earhart Elementary, located at 400 Packet Landing Road, Alameda, CA 94502
 - c. Edison Elementary, located at 2700 Buena Vista Ave., Alameda, CA 94501
 - d. Encinal Junior HS, located at 210 Central Ave., Alameda, CA 94501
 - e. Franklin Elementary, located at 1433 San Antonio Ave., Alameda, CA 94501
 - f. Lincoln Middle, located at 1250 Fernside BLVD., Alameda, CA 94501
 - g. Otis Elementary, located at 3010 Fillmore Street, Alameda, CA 94501
 - h. Paden Elementary, located at 444 Central Ave., Alameda, CA 94501
 - i. Woods Middle, located at 420 Grand Ave., Alameda, CA 94501
2. Right At school operates after school programming beginning June 20, 2023 – June 30, 2024, at Schools A through I
3. Right At School will specifically provide:
 - A Manager(s) to oversee all aspects of all the District's programs, providing a direct link for all District administrators.
 - Well-qualified and trained staff. All staff are trained using our innovative blended learning training model and receive extensive instruction before entering the program. All staff will complete a background check per Section 12, as well as meet the following requirements of the District:
 - Child Abuse and Neglect Reporting Act. Provider will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
 - Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each Provider agent working with students.
 - Minimum Qualifications. Provider staff and agents who directly supervise students and are included in the staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
 - All program management and oversight, including structure, scheduling, vendor management, etc.
 - Ongoing new enrichment units and classes throughout the year.

- One-stop parent registration and payment through our portal system.
 - Support (through our toll-free customer service call-center) for any parent questions or issues.
 - Marketing materials and other information to promote the programs to interested families.
 - Ongoing outreach to your PTA and District community to build relationships and solicit feedback.
 - If/Should a paid family program begin, the following discounts would apply:
 - 10% sibling and military discount
 - 50% district employee discount
4. Right At School also offers other enrichment programming, including, but not limited to, winter-break, spring-break, summer-break, and teacher in-service day programming (collectively “Other Programs”). If the District desires to retain the Provider to operate any Other Program(s) and Provider agrees to operate the Other Program(s), the Parties may add the Other Program(s) to this Scope of Services by a written amendment that is signed by both parties and approved by the District’s Board of Directors, and that specifies (1) the Other Program(s) to be provided and (2) the payment terms applicable to the Other Program(s).

EXHIBIT B

SERVICES PAYMENT TERMS

Summer Intersession #1 June 20 – July 18, 2023

Right At School will operate a summer intersession program at Ruby Bridges Elementary from June 20th, 2023, through July 18th, 2023. The program will operate from 8:30am-5:30pm and will be closed on June 19th and July 4th. The District will pay the tuition for a minimum of forty (40) TK-6th students.

The cost per student from June 20th, 2023, through July 18th, 2023, is \$554.00. If the total enrolled is forty (40) students, the cost would be \$22,160.00 ($\$554.00 \times 40 = \$22,160.00$).

By mutual agreement, the District may choose to pay the tuition for additional students to attend in increments of twenty (20) TK-6th grade students, at cost of \$11,080.00 per program dates June 20, 2023, through July 18, 2023. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly.

Summer Intersession #2, July 19 – July 28, 2023

Right At School will operate a summer intersession program at Ruby Bridges Elementary from July 19, 2023, through July 28, 2023. The program will operate from 8:30am-5:30pm. The District will pay the tuition for a minimum of forty (40) TK-6th students.

The cost per student from July 19, 2023, through July 28, 2023 is \$222. If the total enrolled is forty (40) students, the cost would be \$8,880 ($\$222 \times 40 = \$8,880$).

By mutual agreement, the District may choose to pay the tuition for additional students to attend in increments of twenty (20) TK-6th grade students, at cost of \$4,440 per camp dates July 19, 2023, through July 28, 2023. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly.

District will make payments monthly as follows:

22/23 Summer Intersession

- June (due prior to June 5, 2023): \$15,520.00
- July (due prior to July 20, 2023): \$15,520.00.

School Year 2023/24 - August 14, 2023 – June 30, 2024

Right At School will operate an after-school program from the end of the school day until 6pm at Bay Farm School, Earhart Elementary, Edison Elementary, Encinal Junior HS, Franklin Elementary, Lincoln Middle, Otis Elementary, Paden Elementary, and Woods Middle Schools. The program will operate on the one hundred eighty (180) academic school days and thirty (30) non-instructional days (no more than two (2) locations) and will be closed on school holidays. The District will pay the tuition for a minimum of ten (10) TK/K students and forty (40) 1st/5th students per elementary school, and forty (40) 6th grade students per middle school to enroll in the one hundred eighty (180) after school program days and thirty (30) non-instructional days for a total guarantee of four hundred twenty (420) students.

The cost per student from August 14, 2023 – June 30, 2024, will be \$3,660 per student for TK/K, \$2,980 per student for 1st - 5th grade, and \$2,420 per student for 6th grade for 180 academic days and \$831 per TK-6th grade student for the 30 non-instructional days. Based on the District's anticipated enrollment, the **total guaranteed minimum payment to Provider from August 14, 2023 – June 6, 2024, is \$1,574,200 (\$197,350 per elementary school and \$130,040 per middle school) and with a total not to exceed \$2,000,000.00.**

By mutual agreement, the District may choose to pay the tuition for additional students to attend in groups of ten (10) enrolled TK/K students, at a cost of \$36,660 per group, twenty (20) enrolled 1-5th grade students, at cost of \$59,600 per group, and twenty (20) enrolled 6th grade students, at a cost of \$48,400 per group. In addition, the District may choose to pay the tuition for additional TK-6 grade students to attend the thirty (30) non-instructional days in groups of twenty (20), at a cost of \$16,620 per group. If there are fee paying students in the additional groups placed by Provider, Provider shall decrease the incremental group cost accordingly.

For example:

40 kids placed by District at an elementary school. An additional thirteen (13) unduplicated students wanting placement, district pays the \$59,600.00 group cost to add. However, if Provider also adds seven (7) fee-paying students to that same group, Provider shall decrease the per student cost proportionately or decrease by \$20,860.00, with the District paying \$38,740.00. Should Provider not add fee-based students, the Districts cost shall remain the \$59,600.00 to start a new group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments monthly.

District will make payments monthly as invoiced by Provider. All amounts paid by District shall be subject to audit.

23/24 SY

- August (due prior to August 5, 2023): \$143,109.10
- September (due prior to September 5, 2023): \$143,109.10
- October (due prior to October 5, 2023): \$143,109.10
- November (due prior to November 5, 2023): \$143,109.10
- December (due prior to December 5, 2023): \$143,109.10
- January (due prior to January 5, 2024): \$143,109.10
- February (due prior to February 5, 2024): \$143,109.10
- March (due prior to March 5, 2024): \$143,109.10
- April (due prior to April 5, 2024): \$143,109.10
- May (due prior to May 5, 2024): \$143,109.10
- June (due prior to June 5, 2024): \$143,109.10

Payments are due, and must be received by Provider, prior to the fifth day of the month as listed above. District agrees that for any payments received 30 days or more late, it will: (1) pay a one-

time late charge of 5% times the amount past due, and (2) pay interest on the past due amount starting on the 30th day of the month at the rate of 5% per annum or the maximum interest rate allowed by law, whichever is lower.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.