

SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

ALAMEDA UNIFIED SCHOOL DISTRICT

This SERVICES AGREEMENT (“Agreement”) is entered into this 1st day of July, 2024 (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 30th, 2025 (the “Term”), unless the Agreement is terminated sooner in accordance with the terms of this Agreement. After the Term of this Agreement, the Agreement will automatically renew on an annual basis, 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. 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. Given the current pandemic, 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.

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 reasonably 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, 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.

A. 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.

B. 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.

C. 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.

D. 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.

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. The Provider shall endorse the District as an additional insured to the insurance policies described above (excluding the Worker's Compensation Insurance Policy).

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.

The parties agree to meet to discuss any programming issues experienced and determine necessary remedies & timelines for said remedies. Should these remedies not be met, District may exercise right for Termination

Section 16. Indemnification.

A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its Board of Directors and it's employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.

B. The District and/or Schools 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: accountspayable@alamedaunified.org
Attention: Claudia Medina

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.

C. State Funding for Expanded Learning Opportunity Program (ELOP). Should projected or actual state funding for Expanded Learning Opportunity Program change, both parties agree to meet to discuss resulting financial impact and renegotiate the terms of the agreement.

D. 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.

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

F. 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.

G. 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.

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

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 – Services 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: Emily Keith

Name: _____

Name: Emily Keith

Its: _____

Its: ^{SVP, Strategic Partnerships} _____

Date: _____

Date: 6-13-2024

EXHIBIT A

SCOPE OF SERVICES

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

1. Right At School operates programming 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. Franklin Elementary, located at 1433 San Antonio Ave., Alameda, CA 94501
 - e. Lincoln Middle, located at 1250 Fernside BLVD., Alameda, CA 94501
 - f. Otis Elementary, located at 3010 Fillmore Street, Alameda, CA 94501
 - g. Paden Elementary, located at 444 Central Ave., Alameda, CA 94501
 - *Feeder: Encinal Junior HS, located at 210 Central Ave., Alameda, CA 94501
 - h. Wood Middle, located at 420 Grand Ave., Alameda, CA 94501
2. Right At School operates after school programming beginning August 15, 2024 – June 30, 2025, at Schools A through H on all instructional days, excluding federal holidays.
3. The District has determined that students from Encinal Junior HS students will feed into Paden Elementary (g) to receive Right At School services. The District will work with the Provider to develop a transportation plan and ensure proper documentation has been attained by families. The Provider will maintain student and staff ratios for student groupings and provide appropriate curriculum for each grouping of students.
4. While providing services as set forth in this contract to the DISTRICT, it may be determined that keys are necessary for access or emergency response. In the event that keys are issued to the PROVIDER, the organization acknowledges and agrees to the responsibility of securely maintaining said keys.

The PROVIDER's duty, along with its employees or subcontractors, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the district in no less than 24 hours.

Furthermore, should any contractor be reassigned to another site or their contract with DISTRICT terminate or expire, all individuals are required to return all keys to the original issuer on their final day. The PROVIDER assumes all liability for rekeying costs at any district school site associated with the use, loss, or failure to return district keys,

including the potential of reduced invoice payments if necessary.

5. 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 equivalent 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.
- 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

6. Right At School also offers other enrichment programming, including, but not limited to, before school, 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 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 July 1- July 26, 2024

Right At School will operate a summer intersession program at Love Elementary from July 1st, 2024 through July 26th, 2024. The program will operate from 8:30am-5:30pm and will be closed on July 4th. The District will pay the tuition for a minimum of forty (40) TK-6th students.

The cost per student from July 1st, 2024 through July 26th, 2024 is \$585.00. If the total enrolled is forty (40) students, the cost would be \$23,400.00 ($\$585.00 \times 40 = \$23,400.00$).

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 \$11,700.00 per program dates, July 1st, 2024 through July 26th, 2024. 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 June 18- June 30, 2025

Right At School will operate a summer intersession program at a site to be determined by the district from June 18th, 2025 through June 30th, 2025. 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 June 18th, 2025 through June 30th, 2025 is \$246. If the total enrolled is forty (40) students, the cost would be \$9,840 ($\$246 \times 40 = \$9,840$).

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 \$9,480.00 per program dates, June 18th, 2025 through July 30th, 2025. 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.

Other identified Intersession Dates:

February 19th, 2025- February 21st, 2025 at a location to be determined by the district.

School Year 2024-2025

ELOP After School Year Pricing - 180 Academic Days

180 Academic Days: End of school day - 6:00 pm

TK Students- \$3600 per student – The District will pay for a **minimum of 10 students to enroll per school (\$36,000 per elementary school, excluding Edison and Franklin)**

K Students- \$3320 per student – The District will pay for a **minimum of 10 students to enroll per school (\$33,200 per elementary school)**

1st -5th Grade - \$2980 per student – The District will pay for a **minimum of 20 students to enroll per school (\$59,600 per elementary school)**

6th Grade- \$2980 per student- The District will will pay for a **minimum of 20 students to enroll per school (\$59,600 per middle school)**

Summary

The District will pay a total guarantee of 260 students. Based on the District’s anticipated enrollment, the total guaranteed minimum payment to Provider is \$820,000 (\$128,800 per elementary school with TK enrollments-4 sites, \$92,800 per elementary site without TK enrollments-2 sites, and \$59,600 per middle school-2 sites).

Additional increments

By mutual agreement, the District may choose to pay the tuition for additional students to attend in groups of ten (10) enrolled TK students at a cost of \$36,600, ten (10) K students, at a cost of \$33,200 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 \$59,600 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 \$18,462 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:

Additional increments=20 students

Interested ELOP Eligible Students= 15 students

Interested Parent Paid Students=5 students

Net Cost to District = 15 students for this increment

Payments

The District is required to pay all bills within 45 days of receipt. Failure to do so may result in the reduction of services until the bill has been paid.

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

Invoice Requirements. Contractor's monthly invoices must include back-up documentation in the form of a spreadsheet listing each student's name and Right At School assigned ID number including the funding status of each (No-Fee and Fee-Based) for auditing and verification purposes. These will be sent automatically on a monthly basis.