



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent
FROM: Dr. Adrienne Usher, Assistant Superintendent
DATE: February 21, 2024
RE: Right at School, LLC Service Agreement

A handwritten signature in black ink, appearing to be 'AU', enclosed within a hand-drawn circle.

The attached services agreement is between Bullitt County Public Schools and Right at School, LLC which will begin the 2024-2025 school year to provide before, after, and summer break care for BCPS students and families at BCPS elementary schools. The only school that will not have a site will be Nichols, but those students and families will be provided an opportunity at Shepherdsville Elementary with transportation to and from provided by the district. The cost will be through a revenue share model in which Right at School will pay BCPS the sum of 3.5% of parent paid participation revenue at each site per year which will be paid semi-annually in January and July. Right at School is not only a program to provide care before and after school, but it also provides extensive learning opportunities for participating students as well. Approval is requested for the services agreement between Right at School and Bullitt County Public Schools beginning the 2024-2025 school year.

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

BULLITT COUNTY PUBLIC SCHOOLS

This SERVICES AGREEMENT ("Agreement") is entered into this 26th day of February, 2024 (the "Effective Date") by and between Right At School, LLC (the "Provider"), and **BULLITT COUNTY PUBLIC SCHOOLS** (the "District"). The Right at School Terms & Conditions are incorporated into and govern this Agreement and agreed to by the parties.

RECITALS

1. 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.
2. 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.
3. The District desires to retain the Provider to provide the services described in this Agreement at the schools listed in this Agreement.

Right At School operates the District's enrichment programs at the schools set forth below as of the Effective Date. Programs include summer camp and/or other enrichment programming, including, but not limited to, after school, before school, kindergarten wrap-around, pre-school, winter-break, spring-break, half and full day programming, and teacher in-service day programming. The District may provide written authorization to Right At School to operate the District's enrichment programs at one or more additional schools, which authorization Right At School may, in writing, accept or reject in its sole discretion. If Right At School accepts the authorization to operate the District's enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.

Section 1: THE SCHOOLS

The District is the owner of the following schools, located at the following addresses:

- A. Brooks Elementary - 1430 Brooks Hill Road, Brooks, KY 40109
- B. Cedar Grove Elementary - 1900 Cedar Grove Road, Shepherdsville, KY 40165
- C. Crossroads Elementary - 156 Erin Circle, Mt. Washington, KY 40047
- D. Freedom Elementary School - 4682 North Preston Highway, Shepherdsville, KY 40165
- E. Lebanon Junction Elementary - 10920 S. Preston Highway, Lebanon Junction, KY 40150
- F. Maryville Elementary School - 4504 Summers Drive, Louisville, KY 40229
- G. Mt. Washington Elementary School - 9234 KY-44 East, Mt. Washington, KY 40047

- H. Old Mill Elementary School - 199 Golden Wing Rd, Mt. Washington, KY 40047
- I. Overdale Elementary School - 651 Overdale Drive, Louisville, KY 40229
- J. Pleasant Grove Elementary School - 6415 Highway 44 East, Mt. Washington, KY 40047
- K. Roby Elementary School - 1148 Highway 44 East, Shepherdsville, KY 40165
- L. Shepherdsville Elementary School - 527 West Blue Lick Road, Shepherdsville, KY 40165
- M. Nichols Elementary School - 10665 Highway 44 West, West Point, KY 40177

Section 2: TERM

This Agreement is for a three year term commencing on the Effective Date and continuing through August 31st, 2027 (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.

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

BULLITT COUNTY PUBLIC SCHOOLS

RIGHT AT SCHOOL, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

Services

Provider will operate the following programs:

- Before School programming, during the academic year, Mondays-Fridays from 6:00am - 9:00am
- After School programming (Right Club), during the academic year, Mondays - Fridays from 3:00pm - 6:00pm
- Summer programming beginning summer of 2025
- The Programs will run at the Schools as listed in Section 1 A-L. District will transport students from Shepherdsville Elementary School from Nichols Elementary for the before school program and after school program.

EXHIBIT B

District or School Fees to Provider

Payment Terms:

District will cover the cost of drop-in care on select days for select students when the school district has to cancel a bus route. District will provide names to Provider for those students, and those students must be pre-registered with Right At School in order to attend programs. Students signing up for only drop in care on the district selected canceled bus route days will not pay the registration fee. Students NOT pre-registered with Provider prior to the day of attendance will NOT be permitted to attend the program for any amount of time. To cover this cost, the Provider will deduct \$12,500 drop-in care costs from the revenue share generated by Right Club from the first half of the year in January, and \$12,500 again in July. District costs for emergency drop-in care should not exceed \$25,000 annually. Should there not be sufficient funds to remit back and cover Drop In Cost fees, the Provider will invoice the District. If fewer than 1,488 district paid drop-ins are used throughout the year, Right At School will reimburse the District for any unused drop-ins at the rate of \$16.80 per student, per day, at the end of the academic year.

*The rate surrounding district paid emergency drop-in care will be reviewed at the end of each academic year for the duration of the agreement to determine if changes should be made based on usage and need.

EXHIBIT C

Facilities Cost/Revenue Share

In consideration of the leasing of the Premises set forth in Section 18 of the Terms and Conditions. Tenant agrees to pay to the Landlord, as rent for the Premises, the sum of **3.5%** of Tenant's parent-paid After School Programming (Right Club) revenue at each premise per year, paid semi-annually in January and July.

RIGHT AT SCHOOL
TERMS AND CONDITIONS

These Terms and Conditions apply to the provision of Services by Right at School (referred to herein as "Provider") identified in the District's Services Agreement (referred to herein as "Agreement"). These Terms and Conditions are incorporated into the Agreement and together form the binding terms of agreement between the Provider and the District, referred to collectively as "the Parties."

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of these Terms and Conditions.

Section 2. Scope of Services. The Provider agrees to provide the services described in Exhibit A to the Agreement (the "Services") for and on behalf of the District in accordance with and subject to these Terms and Conditions.

Section 3. 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.

Section 4. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 5. 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.

Section 6. 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 A to the Agreement. Right At School requires that a minimum of 15 students be pre-registered in each school program prior to the start of the academic year. If the number of pre-registered students in a program is below 15 on or after 45 days before programming begins, Right At School may choose to close the program with two (2) weeks' written notice.

Section 7. Compensation and Payment. The Provider shall be solely responsible for charging and collecting tuition from the parents of enrolled students. The Provider shall pay to the School a portion of the tuition and fees the Provider collects for the Services in the manner and amount set forth in Exhibit B to the Agreement to compensate the District for the use of School and School facilities and resources.

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

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 the 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 these Terms and Conditions 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 the 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.

E. 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.

F. The Provider shall include 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 the 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 the Agreement for convenience upon 90 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 to the Agreement 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 District and/or Schools and its Board of Directors and its 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. 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 to 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.

B. Entirety. The Agreement, together with the Exhibits attached hereto, and these Terms and Conditions, constitute 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.

C. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of which the District is located.

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

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

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

G. Scope of Service. The following scope of services has been agreed to by the Provider and District: Right At School operates the District's enrichment programs at the schools listed in the Agreement as of the Effective Date. Programs include summer camp and/or other enrichment programming, including, but not limited to, after school, before school, kindergarten wrap-around, pre-school, winter-break, spring-break, district employees, half and full day programming, and teacher in-service day programming. The District may provide written authorization to Right At School to operate the District's enrichment programs at one or more additional schools, which authorization Right At School may, in writing, accept or reject in its sole discretion. If Right At School accepts the authorization to operate the District's enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.

Section 18: Facilities

A. The District is the owner of additional school properties which may be added to the scope of Services of the Services Agreement (the "Additional Schools").

The school properties listed in the Agreement, as well as the Additional Schools, are collectively referred to as the "Schools" in this Lease.

If the District desires to lease a portion of the space and facilities located on the properties listed in the Agreement (the "Premises") to Tenant and Tenant desires to rent the Premises from Landlord for use for educational programs and services as described in Exhibit A (the "Services") to the Services Agreement, the following terms apply:

1. Facility Agreement: Tenant is granted authority to enter, occupy, maintain, and provide the Services set forth in Exhibit A of the Agreement within the application regulatory requirements.
2. Term: Landlord hereby leases the Premises to Tenant, upon the terms and conditions set forth herein, for a term commencing on the Effective Date and continuing until termination of the Agreement (the "Term"). If the Agreement is terminated or not renewed for any reason, or if the Tenant otherwise ceases to operate the Premises for the Services, this Lease shall terminate on: (i) the date said Services are terminated or not renewed; of (ii) the date Tenant ceases to operate in accordance with these terms