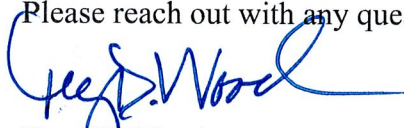


**MEMO**

TO: Jesse Bacon, Superintendent  
FROM: Troy Wood, Chief Operating Officer  
Date: July 19, 2024  
RE: Right At School Amendment to Exhibit B

Please see the attached amendment to EXHIBIT B of the Right at School/BCPS Services Agreement. Exhibit B was amended to reflect payment terms for Bullitt Days that were not yet established during the initial agreement.

Please reach out with any questions.



Troy D. Wood  
Chief Operations Officer

FIRST AMENDMENT TO SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

BULLITT COUNTY PUBLIC SCHOOLS

This FIRST AMENDMENT to the SERVICES AGREEMENT, (“Amendment”) is entered into this 11th day of July of 2024, by and between Right at School, LLC, a Delaware limited liability company (“Provider”), and BULLITT COUNTY PUBLIC SCHOOLS (“District”) (collectively the “Parties” or individually a “Party”).

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 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:

NOW, THEREFORE, the Services Agreement is amended as follows:

AGREEMENT

Exhibit B is Amended to read:

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. Provider will not invoice for more than \$25,000 during the 2024-2025 Academic School Year even if the total number of emergency drop ins exceed that amount. 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.

With regard to District "Bullitt Days" as defined as non-school days that are baked into the district's academic calendar but school is not in session:

The per student rate to attend a single Bullitt Day (non-school day) is \$40. For any student who is already enrolled in the Provider's Right Club Program that coincides with a scheduled Bullitt Day, the family will not be charged for that child to attend the Bullitt Day. In this case, the Provider will cover \$20 per student and the District will be charged the remaining \$20. Conversely, if the student is not currently enrolled in Right Club for the day a Bullitt Day is scheduled, the family will be responsible to cover the cost for programming on that Bullitt Day at \$40 per day.

BULLITT COUNTY PUBLIC SCHOOLS

RIGHT AT SCHOOL

BY \_\_\_\_\_

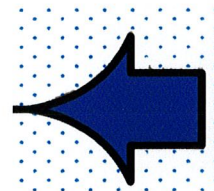
BY \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



SIGN HERE

**ORIGINAL**

**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

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- 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: Emily Keith

Its: \_\_\_\_\_

Its: SVP, Partnerships

Date: \_\_\_\_\_

Date: 2.22.24

## 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.

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## 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.

## EXHIBIT D

The Parties have modified the provisions of the Right At School Terms and Conditions in Section 6, titled Enrollment of Students and Section 13, titled Insurance, part G. These modifications replace the corresponding sections in the Right At School Terms and Conditions.

### **Section 6 is modified as follows:**

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 recommends 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, Right At School and District will determine a plan to ensure all students have access to programming.

### **Section 13.G is added as follows:**

G. The Provider shall include the District as an additional insured to the insurance policies described above (excluding the Worker's Compensation Insurance Policy). Any insurance provided by the Provider shall apply on a primary basis and shall not require contribution from any insurance maintained by the District. Any insurance or self-insurance maintained by the District shall be in excess of, and shall not contribute with the insurance provided by the Provider.