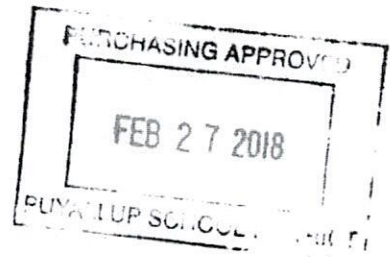


SERVICES AGREEMENT
By and Between:
RIGHT AT SCHOOL, LLC
and
PUYALLUP SCHOOL DISTRICT



This SERVICES AGREEMENT (“Agreement”) is entered into this 7th day of February, 2017 (the “Effective Date”) by and between Right at School, LLC (the “Provider”), and Puyallup 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, 2018 (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.

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

Section 8. 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 District a portion of the tuition and fees the Provider collects for the Services in the manner and amount set forth in Exhibit B to compensate the District for the use of District and School facilities and resources.

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 law and Employers' Liability Insurance covering all employees who are to provide Services under this agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. 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 Five Million Dollars (\$5,000,000) per occurrence, which will provide additional limits for employer's general and automobile liability insurance, and Professional Liability and Sexual Abuse and Molestation insurance.

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

F. Sexual Abuse and Molestation Insurance: Sexual Abuse and Molestation Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

G. 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 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 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 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 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:

Puyallup School District
302 2nd St SE
Puyallup, WA 98372
Fax: 253-435-6766
Email: yeomats@puyallup.k12.wa.us
Attention: Dr. Timothy Yeomans

If to the Provider

Right at School, LLC
990 Grove St, Suite 500
Evanston, IL 60201
Fax: 1-855-287-2466
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. 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 Washington.

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

Exhibit A – Scope of Services

Exhibit B – Payment to District for Facility Use

[SIGNATURE PAGES FOLLOW]

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

PUYALLUP SCHOOL DISTRICT

By: [Signature]

Its: Superintendent

Date: 2-8-2017

RIGHT AT SCHOOL, LLC

By: [Signature]

Its: Chief Services Officer

Date: 2/23/17

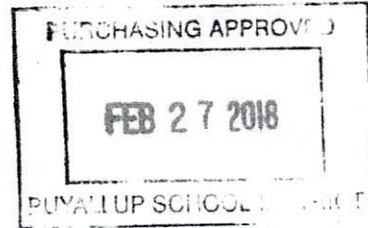


EXHIBIT A

SCOPE OF SERVICES

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 following schools as of the Effective Date: Edgerton Elementary, Hunt Elementary, Pope Elementary, Ridgecrest Elementary, Shaw Road Elementary, Sunrise Elementary, Wildwood Elementary, Brouillet Elementary, Carson Elementary, Firgrove Elementary, Woodland Elementary, Zeiger Elementary, Fruitland Elementary, Karshner Elementary, Maplewood Elementary, Meeker Elementary, Mountain View Elementary, Northwood Elementary, Spinning Elementary, Stewart Elementary and Waller Road Elementary. Programs include after-school, and/or before-school, and/or other enrichment programming, including, but not limited to, kindergarten wrap-around, pre-school, winter-break, spring-break, summer-break, 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.

Right At School will specifically provide:

- A dedicated Area Manager to oversee all aspects of all the District's programs, providing a direct link for all school 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 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 PTAs and school communities to build relationships and solicit feedback.

- A 35% discount to Puyallup School District staff members, a 20% discount to families receiving free or reduced lunch, a 10% sibling discount, and a 10% Military discount.
- 7.5% of all revenues from our Right Club program at each school.

EXHIBIT B

PAYMENT TO DISTRICT FOR FACILITY USE

This provision for Payment of Schools for Facility Use ("Lease") is effective as of the date written on the signature page of this Agreement, and is entered into between the District ("Landlord") and the Provider ("Tenant").

RECITALS:

- A. The District is the owner of Edgerton Elementary, located at 16528 127th Ave CT E, Puyallup, WA 98374
- B. The District is the owner of Hunt Elementary, located at 12801 144th St E, Puyallup, WA 98374
- C. The District is the owner of Pope Elementary, located at 15102 122nd Ave E, Puyallup, WA 98374
- D. The District is the owner of Ridgecrest Elementary, located at 12616 Shaw Rd E, Puyallup, WA 98374
- E. The District is the owner of Shaw Road Elementary, located at 1106 Shaw Rd, Puyallup, WA 98372
- F. The District is the owner of Sunrise Elementary, located at 2323 39th Ave SE, Puyallup, WA 98374
- G. The District is the owner of Wildwood Elementary, located at 1601 26th Ave SE, Puyallup, WA 98374
- H. The District is the owner of Brouillet Elementary, located at 17207 94th Ave E, Puyallup, WA 98375
- I. The District is the owner of Carson Elementary, located at 8615 184th St E, Puyallup, WA 98375
- J. The District is the owner of Firgrove Elementary, located at 13918 Meridian S, Puyallup, WA 98373

- K. The District is the owner of Woodland Elementary, located at 7707 112th ST E, Puyallup, WA 98373
- L. The District is the owner of Zeiger Elementary, located at 13008 94th Ave E, Puyallup, WA 98373
- M. The District is the owner of Fruitland Elementary, located at 1515 S Fruitland, WA 98371
- N. The District is the owner of Karshner Elementary, located at 1328 8th Ave NW, Puyallup, WA 98371
- O. The District is the owner of Maplewood Elementary, located at 1110 W Pioneer, Puyallup, WA 98371
- P. The District is the owner of Meeker Elementary, located at 409 5th St SW, Puyallup, WA 98371
- Q. The District is the owner of Mountain View Elementary, located at 3411 119th Ave E, Puyallup, WA 98372
- R. The District is the owner of Northwood Elementary, located at 9805 24th St E, Puyallup, WA 98371
- S. The District is the owner of Spinning Elementary, located at 1306 East Pioneer, Puyallup, WA 98372
- T. The District is the owner of Stewart Elementary, located at 426 4th Ave NE, Puyallup, WA 98372
- U. The District is the owner of Waller Road Elementary, located at 6312 Waller Rd, Tacoma, WA 98443
- V. The District is the owner of additional school properties which may be added to the scope of Services of the Services Agreement pursuant to Exhibit A to the Services Agreement (the "Additional Schools").

The school properties listed in Recitals A through E, as well as the Additional Schools, are collectively referred to as the "Schools" in this Lease.

W. The District desires to lease a portion of the space and facilities located on the properties listed in Paragraphs A through V (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.

NOW THEREFORE, in consideration of the foregoing Recitals, the parties agree as follows:

1. Facility Agreement: Landlord and Tenant entered into the Services Agreement pursuant to which Tenant was granted authority to enter, occupy, maintain, and provide the Services set forth in Exhibit A 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 Services Agreement (the "Term"). If the Services 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 the terms of this Lease.
3. Rent: In consideration of the leasing of the Premises set forth above, Tenant agrees to pay to the Landlord, as rent for the Premises, the sum of 7.5% of Tenant's Right Club revenue at each premise per year, paid semi-annually in January and July.

IN WITNESS OF, the parties have caused this Lease to be executed by their duly authorized representative as of the date reflected on the Signature Page attached

Un Día en la Vida de Right At School

Merienda y asamblea (15 minutos)



Los estudiantes del Right Club comienzan su tarde con una merienda y una asamblea donde los estudiantes comparten noticias y eventos especiales, y nuestros educadores prevén la divertida tarde que les espera. La asamblea es un comienzo importante del día y proporciona la fundación de la comunidad del Right Club.

Movimientos correctos (10 minutos)



Después de un largo día de escuela, sabemos que los niños necesitan liberar la energía. Pasamos diez minutos con "ejercicios divertidos" - bailando, haciendo estiramientos de yoga, o disfrutando de juegos rápidos de equipo - sólo el tiempo necesario para salir de sus "serpenteos" y prepararlos para concentrar su energía en la tarea.

Ayuda con la tarea (15 minutos)



La tarea es siempre una prioridad en Right At School. Los niños se agrupan por nivel de grado para completar su tarea y nuestros talentosos educadores trabajan para ayudar a los estudiantes a entenderla, pero no resolverán los problemas por los estudiantes. Los niños más pequeños o los que no tienen tarea trabajarán en actividades tranquilas o jugarán a diversos juegos.

Juego doble/triple Diario (15 minutos)



Las actividades diarias de aprendizaje experiencial son una parte integral del día de la escuela. Nuestro programa de estudios incluye temas que cambian cada dos semanas, desde "Experimentos Asquerosos" hasta "Jóvenes Detectives". La elección diaria y los proyectos impulsados por los niños le dan a los estudiantes la libertad de explorar individualmente, en pequeños grupos y en conjunto como comunidad.

Gimnasia Divertida (30 minutos)



Parte de la misión de Right At School es "un compromiso con una vida saludable". Hacemos tiempo todos los días para una mejor condición física, ¡y salimos al exterior siempre que tenemos la posibilidad! Nuestros educadores modelan interacciones sociales positivas y deportividad a través de juegos divertidos y deportes de equipo.

Juego libre (30 minutos)



¡Sabemos que los niños necesitan tiempo para la auto-navegación y el juego libre! Tenemos una amplia oferta de suministros para artesanías, juegos de mesa, juegos de ajedrez y equipo deportivo disponibles, ¡para que los niños puedan ejercitar sus "músculos creativos"!



A Day in the Life at Right At School

Snack and Town Meeting (15 minutes)



Students in The Right Club kick off their afternoon with a snack and Town Meeting, where students share news and special events, and our educators preview the fun afternoon that awaits them. Town Meeting is an important start to the day and builds the foundation of the Right Club community.

The Right Moves (10 minutes)



After a long school day, we know kids need to let out energy. We spend ten minutes in a "fun fit" - dancing, doing yoga stretches, or enjoying quick team games - just enough time to get out their "wiggles" and prepare to focus their energy on homework.

Homework Help (45 minutes)



Homework is always a priority at Right At School. Children are grouped by grade level to complete their homework and our talented educators work to help students understand their homework but will not solve the problems for the students. Younger children or those without homework will work on quiet activities or play games.

Daily Double/Triple Play (45 minutes)



Daily, experiential learning activities are an integral part of the Right At School day. Our curriculum features themes that change every two weeks, from "Icky Experiments," to "Water Wizards," to "Young Detectives." Daily choice and child-driven projects give students freedom to explore individually, in small groups, and as a whole community.

Fun Fitness (30 minutes)



Part of Right At School's mission is "a commitment to healthy living." We make time every day for extended fitness and go outside every change we get! Our educators model positive social interactions and sportsmanship through fun games and team sports.

Free Play (30 minutes)



We know kids need time for self-navigation and free play! We have an ample supply of arts and crafts supplies, board games, chess sets, and sports equipment available for kids to stretch their creative muscles!

about Right At School so that you can feel informed as you make the very important decision about where your child will be during the after school hours.

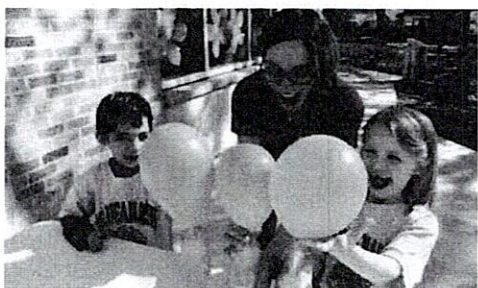
Who is Right At School?

WE'RE EDUCATORS. We are a team with significant experience and passion educating children. From curriculum writing, to program staff hiring and training, to accounting and payroll, we're all driven by our mission "to inspire a love of learning and a commitment to healthy living." **WE'RE PARENTS.** We understand first-hand the importance of affordable and high-quality before- and after-school care, because we rely on it ourselves. Many of our own children are in Right At School programs! **WE'RE EXPERIENCED.** We operate before- and after-school programs in many school districts across the country and in all types of urban, suburban, and rural school communities.

Why Right At School?

Right At School is focused exclusively on student enrichment for children in elementary schools. This is not just baby-sitting; our highly trained and passionate educators make sure the learning carries on after school in a fun and meaningful

manner. Your children will experience best-in-class, fun-filled programs focused on building their creativity, conditioning, character, and confidence. We are reliable (programs run every day school is in session), flexible (choose your schedule), and convenient (we offer a daily drop-in option). And all of this happens right in the comfort and safety of their own school.



What makes Right At School different?

We think there's a lot about our program that make us different, from the homework help provided, to the unique curriculum, to the way we transition from one space to another so that safety is a key focus. But the one that is talked about the most from our students is the feeling of community that is unique to each of our programs. We begin each day with a "Town Meeting," where students share news and special events, and our educators preview the fun afternoon that awaits them. Led by our nurturing educators, your child will become part of an after school community that truly feels like family.

Who are Right At School Educators?

Right At School educators are experienced post-graduate and current college students with a passion for working with children. We will hire all staff from the local community. All of our Program Managers have experience working with children in an educational setting, and are CPR-certified.

Our educators participate in extensive and ongoing education-, behavior-management-, and safety-focused training and professional development. As part of our focus on safety, our staff must pass comprehensive fingerprint background checks. Right At School educators are nurturing, energetic, and excited to work with your children every day!



How can I register?

Registration for next school year will open on March 6! We have rolling registration thereafter open online at rightatschool.org or by calling 855-287-2466. Tuition payments will be drawn automatically based on your payment plan and you may adjust your schedule at any time. There is an annual, per family registration fee and we offer sibling discounts as well! Visit us at rightatschool.org to get more information about your school program or call us with any questions! We can't wait to serve your family



PUYALLUP
SCHOOL DISTRICT
A Tradition of Excellence

Agenda Item Details

Meeting	Feb 07, 2017 - Regular Board Meeting
Category	4. Action
Subject	A. Instructional Leadership - Before and After School Child Care Programs; Dr. Vince Pecchia, Chief Instructional Leadership Officer
Type	Action
Recommended Action	Approval of recommendation to contract with a vendor that would allow for the expansion of before and after school childcare to all elementary schools starting in the 2017-2018 school year.

Presented by:

Dr. Vince Pecchia, Chief Instructional Leadership Officer

Issue:

Requesting consideration for approval for the Instructional Leadership Department to move forward with their recommendation of contracting with a vendor that has the capacity to offer before and after school childcare in all elementary schools starting in the 2017 – 2018 school year.

Background:

Currently, the YMCA occupies space and offers before and after school childcare in eleven of the Puyallup School District's elementary schools.

Discussion:

The Instructional Leadership Department has prepared a recommendation to contract with a vendor that has the capacity to offer a before and after school childcare program that offers a continuum of services to students and families in all elementary schools starting in the 2017 – 2018 school year.

Contact Information:

For questions or comments regarding these items, please contact Dr. Vince Pecchia at 253.840.8989.

2.6.17 Right at School.pdf (110 KB)

Motion & Voting

Approval of recommendation to contract with Right at School to allow for the expansion of before and after school childcare to all elementary schools starting in the 2017-2018 school year.

Motion by Kathy Yang, second by Chris Ihrig.

Final Resolution: Motion Carries

Yea: Dane Looker, Kathy Yang, Pat Donovan, Chris Ihrig

