

SERVICES AGREEMENT

By and Between:

RIGHT AT SCHOOL, LLC

and

DENTON INDEPENDENT SCHOOL DISTRICT

This SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of ____, 2024 (the “Effective Date”) by and between Right at School, LLC (the “Provider”), and DENTON INDEPENDENT SCHOOL DISTRICT (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

- A. The District is the owner of Bell Elementary School located at, 601 Villa Paloma Blvd, Little Elm, TX 75068
- B. The District is the owner of Cross Oaks Elementary School located at, 600 Liberty Blvd, Cross Roads, TX 76227
- C. The District is the owner of Martinez Elementary School located at, 2701 Eppright Dr, Little Elm, TX 75068
- D. The District is the owner of Paloma Creek Elementary School located at, 1600 Navo Rd, Aubrey, TX 76227

- E. The District is the owner of Providence Elementary School located at, 1000 FM2931, Providence Village, TX 76227
- F. The District is the owner of Sandrock Ranch Elementary School located at, 3690 Hunter St, Aubrey, TX 76227
- G. The District is the owner of Savannah Elementary School located at, 1101 Cotton Exchange Dr, Aubrey, TX 76227
- H. The District is the owner of Union Park Elementary School located at, 7301 Fieldwood Way, Aubrey, TX 76227
- I. The District is the owner of Stephens Elementary School located at, 133 Garza Rd, Shady Shores, TX 76208
- J. The District is the owner of Ginnings Elementary School located at, 2525 Yellowstone Place, Denton, TX 76209

Section 2: TERM

This Agreement is for a term commencing on the Effective Date and continuing through August 31, 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 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.

DENTON INDEPENDENT SCHOOL DISTRICT

RIGHT AT SCHOOL, LLC

By: _____

By:_____

Its: _____

Its:_____

Date: _____

Date:_____

EXHIBIT A

Services

Provider will operate the following programs:

Summer Wrap Programming on Mondays through Thursdays from June 10, 2024 to June 20, 2024 AND from July 8, 2024 - July 18, 2024 during the hours of 2:00pm to 6:00pm. On Fridays from June 10, 2024 to June 20, 2024 AND from July 8, 2024 - July 18, 2024, Provider will operate a full day program from 7:00am to 6:00pm. Programming will be held at the following sites: Stephens, Ginnings, Paloma Creek and Providence.

Summer Full Day Programming on Mondays through Fridays from June 3, 2024 - July 30, 2024 for students ages 4 - 11 from 7:00am to 6:00pm. The program will not run on July 4, 2024. Programming will be held at the following sites: Stephens, Ginnings, Paloma Creek and Providence.

After School Programming on Mondays through Fridays from August 7, 2024 to May 23, 2024 from 3:00pm to 6:00pm. Programming will be held at the following District sites: Bell, Cross Oaks, Martinez, Paloma Creek, Providence, Sandrock Ranch, Savannah and Union Park.

Half Day Programming will operate by Provider during the thirteen half school days of the 2024 - 2025 School Year (9/20, 10/11, 11/1, 12/19, 12/20, 1/17, 2/14, 3/7, 4/11, 5/21, 5/22, and 5/23). On these dates, Provider will offer programming from 12:00pm - 3:00pm at no cost to the parents/families nor District for any child within the district in need of half day care on the specified dates. This programming will be held at the following sites. Bell, Cross Oaks, Martinez, Paloma Creek, Providence, Sandrock Ranch, Savannah and Union Park.

EXHIBIT B

District or School Fees to Provider

There are no fees owed by the District to the Provider.

EXHIBIT C

Facilities Cost

There are no fees owed by the Provider to the District.

EXHIBIT D

Revisions to Terms and Conditions

The Parties have modified the provisions of the Right At School Terms and Conditions in Section 16, titled Indemnification and Section 18, titled Facilities, as set forth in this Exhibit D. These modifications replace the corresponding sections in the Right At School Terms and Conditions.

Section 16 is modified as follows:

A. To the extent permitted by applicable law, 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. To the extent permitted by applicable law, 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 18 is modified as follows:

Section 18: Facilities; License to Use Premises

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 license agreement.

B. The District desires to grant a license for use of the space and facilities located on the properties listed in the Agreement (the "Premises") to Right At School and Right At School desires to use the Premises for educational programs and services as described in Exhibit A (the "Services") to the Services Agreement, the following terms apply:

1. Facility Agreement: Right At School is granted authority to enter, occupy, maintain, and provide the Services set forth in Exhibit A of the Services Agreement within the application regulatory requirements.

2. Term: The District hereby grants to Right At School a license to enter and use the Premises, 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 Right At School otherwise ceases to use the Premises for the Services, this license shall terminate on: (i) the date said Services are terminated or not renewed; of (ii) the date

Right At School ceases to operate in accordance with these terms.