

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into as of the twenty-fourth of April, 2026 (“Effective Date”), by and between **Right At School, LLC**, a Delaware limited liability company with a principal place of business at 909 Davis Street, Suite 500, Evanston, Illinois 60201 (“Provider”) and **Novi Community School District**, a school district operating under the laws of the State of Michigan, with a principal place of business at 25425 Taft Road, Novi, Michigan 48374 (“District”), The Provider and the District are referred to in this MOU as the “Parties” or individually as a “Party” as appropriate.

### **RECITALS**

A. The District currently operates a district-run out-of-school-time program (the “District’s Program”) that is staffed by the District’s employees and is subject to Michigan child care laws, rules and regulations. The District anticipates the District’s Program will close at the end of the 2025-2026 school year.

B. On or around April 24, 2026, the Parties entered into a Services, School Facilities License Agreement (“Services Agreement”) that authorizes Provider to operate a licensed childcare program operating under Provider’s childcare license and staffed by Provider’s employees beginning in the 2026-2027 school year.

C. The District has identified the need to retain one or more District employees who have ten (10) or more years of service with the District and who support the District’s current Toddler and CARE Programs to continue their employment with the District after the District’s Program is discontinued. For the purposes of this MOU, these employees are referred to as “District Employees” and are identified in Schedule A to this MOU.

D. The Parties have agreed, to the extent permitted by law, that the District will retain the District Employees as active employees on the District’s payroll and benefits plans and assign them to work in Provider’s program and that Provider deploy the District Employees in its program and reimburse the District for the costs of those District Employees as set forth in this MOU and Schedule A, to be added upon assignment of employees to Provider.

E. This MOU does not amend or modify any terms or conditions in the Services Agreement, including but not limited to any hiring or retention bonuses Provider has agreed to pay to former employees of the District who become employees of the Provider.

### **AGREEMENT**

Section 1: Incorporation of Recitals and Schedules. The foregoing Recitals and Schedules are incorporated into and made a part of this MOU.

Section 2: Term.

2.1 The Term of this MOU commences on the Effective Date and will run concurrently with the Services Agreement (“Term”) unless terminated earlier by agreement of the Parties.

2.2 If the Services Agreement is terminated, this MOU will terminate at the same time.

Section 3: Duties and Responsibilities of District Employees Assigned to Provider

3.1 Although the District Employees remain employed by the District, Provider has the right and responsibility to direct, supervise, and control the day-to-day work, tasks, and schedules of the District Employees.

3.2 District Employees shall perform and be responsible for tasks within the scope of their respective classifications under applicable Michigan childcare laws, rules and regulations.

3.2 District Employees shall comply with all applicable Michigan childcare laws, rules and regulations.

3.3 District Employees must comply with all of Provider’s training and certification requirements.

3.4 At Provider’s discretion, District Employees may be required to record hours worked in Provider’s timekeeping system.

3.5 At Provider’s discretion, District Employees may be required to sign a confidentiality or non-disclosure agreement that protects Provider’s proprietary and confidential materials and private, confidential information related to students enrolled in Provider’s program and their parents and guardians.

Section 4: Background Checks.

District Employees must comply with background checks required by the Provider and Michigan childcare laws, rules and regulations. Nothing in this MOU precludes District from conducting additional background checks.

Section 5: Employment Status.

5.1 Throughout the Term, the District Employees shall remain exclusively employees of the District. Nothing in this MOU shall be construed to create an employer-employee relationship between the Provider and the District Employees. The District retains the ultimate right to hire, fire, and discipline the District Employees.

5.2 In the event the Provider is dissatisfied with a District Employee's performance, the Provider shall provide written notice to the District. Within seven (7) days, the Parties will meet to discuss Provider's concerns and, if appropriate, establish a performance improvement plan or other remedial actions.

5.3 The District retains final authority over personnel actions for the District Employees, though it will consider the Provider's feedback and engage in good faith efforts to resolve the concerns with the specific District Employee.

5.4 For clarification and the avoidance of doubt, Provider shall not be required to retain or deploy a District Employee who presents a risk of harm to Provider's students or employees or refuses to comply with Provider's policies and directives and shall have the authority to return the District Employee to the District under those circumstances.

5.5 Provider shall not be responsible for reimbursing the District for the wages and benefits of District Employees that Provider has returned to the District for cause.

5.6 Notwithstanding other terms in this section, if a District Employee triggers a potential licensing violation or student/staff/program safety incident, the Provider retains its authority to act according to its discretion and will notify the District within twenty-four (24) business hours of the incident or other triggering event.

#### Section 6: Compensation and Benefits; Reimbursement.

6.1 Payroll. The District shall remain solely responsible for the payment of each District Employee's wages, salary, pension benefits and any other compensation or benefits the District is obligated to provide to the District Employees.

6.2 Taxes & Benefits. The District shall remain solely responsible for all payroll deductions, tax withholdings, and contributions for unemployment insurance, Social Security, and any employee benefits (e.g., health insurance, retirement plans, pension plans) to which the District Employees are entitled.

6.3 Compliance with Michigan Employment Laws, Rules and Regulations. Provider shall not interfere with District's efforts to comply with Michigan laws, rules and regulations related to the District Employees' employment and shall not take any action that could result in a violation by District. Likewise, the District shall not interfere with the Provider's efforts to comply with Michigan laws, rules and regulations related to Provider's program or the Services Agreement and shall not take any action that could result in a violation by the Provider.

6.4 Workers' Compensation. The District shall maintain active workers' compensation insurance coverage for the District Employees as required by Michigan law.

6.5 Collective Bargaining Obligations. The District is solely and exclusively responsible for its obligations under any applicable collective bargaining agreements and Michigan labor laws.

Section 7: Invoices and Reimbursement.

7.1 On the first and sixteenth of every month, Provider shall submit a report to the District that reports the hours each District Employee worked in the previous pay period.

7.2 District will submit an invoice to Provider showing the hours reported by Provider and the agreed upon hourly rates for each District Employee as set forth in Schedule A, the amount due for each employee and the total payment for the period reflected in the invoice. The amounts set forth in Schedule A include all taxes, benefit, retirement costs and fully reimburse the District for employing the District Employee.

7.3 Provider shall pay the reimbursement amount indicated in the District's invoice to the District within fifteen (15) days after the invoice is submitted to Provider

7.4 No invoices shall be paid before the District submits a Form W9 to the Provider.

7.5 The Parties may agree on a different schedule for submitting hours reports and payments without a formal amendment of this MOU provided that the changes are made in writing and the agreed upon hourly rates in this MOU are not modified.

Section 8: Compliance with Provider Policies and Procedures. District Employees assigned to the Provider shall be required to comply with the Provider's rules, safety guidelines, and operational policies and procedures and with all applicable Michigan child care laws rules and regulations while performing services for the Provider.

Section 9: Confidentiality.

The Parties shall instruct District Employees to keep confidential all proprietary and confidential information of the Parties obtained during the Term.

Section 10: Indemnification.

10.1 The Provider agrees to indemnify, defend and hold harmless the District, and its Board members or trustees, officers, employees, agents, volunteers, successors, and assigns ("District Indemnitees"), from and against claims, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims"), to the extent they result from the negligent, willful or intentional misconduct of the Provider.

This agreement to indemnify, defend and hold harmless does not extend to any Claims, damages, losses or expenses caused by, related to, or arising from failure by District to comply with its responsibilities under this MOU, or the negligent, willful or intentional misconduct of the District or any District Indemnitees.

10.2 The District agrees to indemnify, defend and hold harmless the Provider and its members, officers, employees, agents, volunteers, successors, and assigns (“Provider Indemnitees”), from and against claims, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys’ fees and litigation costs) (collectively, “Claims”), to the extent they result from the negligent, willful or intentional misconduct of the District including but not limited to Claims arising from District’s failure to pay the District Employees’ wages, or comply with the District’s tax, benefit and worker’s compensation obligations. This agreement to indemnify, defend and hold harmless does not extend to any Claims caused by, related to, or arising from the failure by Provider to comply with its responsibilities under this MOU or negligent, willful or intentional conduct of the Provider or any Provider Indemnitees.

Section 11: Termination.

This MOU shall remain in effect concurrently with the Services, School Facilities License and Building Use Agreement and may only be terminated for cause or upon the expiration or termination of the Services, School Facilities License and Building Use Agreement..

Section 12: General Provisions.

12.1 Cooperation. The Parties agree to cooperate with each other so that each Party may fulfill its obligations under federal and state law and under the terms of this MOU.

12.2 Governing Law. The MOU shall be governed by and construed in accordance with the laws of the State of Michigan.

12.3 Severability. In case any provision in the MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

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

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

12.6 Notices.

Notices to Provider shall be sent to:

Emily Keith

Senior Vice President of Partnerships

909 Davis Street, Suite 500, Evanston, Illinois 60201

contracts@rightatschool.com

Notices to District shall be sent to:

Dr. Laura Carino

Assistant Superintendent of Talent Management & Development

25425 Taft Rd.

Novi, MI 48374

laura.carino@novik12.org

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the Effective Date.

**Right At School, LLC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Novi Community School District**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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