

**FIRST AMENDMENT TO  
CONTACT WITH RIGHT AT SCHOOL LLC  
Board approved September 22, 2022**

**THIS AMENDMENT** is made by and between the Mountain View Whisman School District, a California public school district (“**District**”) and Right At School LLC. District and Consultant/Contractor may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, District and Consultant/Contractor entered into the Contract with Right At School for Expanded Learning Opportunities Program services, board approved on September 22, 2022.

**WHEREAS**, as of the Effective Date, the Parties mutually intend to amend the terms of the Contract to effectuate the intentions of the Parties set forth herein this Amendment;

**NOW THEREFORE**, for the valuable consideration, receipt of which is hereby acknowledged, District and Consultant/Contractor agree to amend the Contract as follows:

**AMENDMENT**

Exhibit B Part 1 will be amended as follows:

Right At School (“RAS” or “Provider”) will operate an after-school program (“program”) that complies with District and state requirements for a program operated and funded by California’s Extended Learning Opportunities Program (ELOP) and all terms outlined in the Services Agreement between Right At School LLC and Mountain View Whisman School District (“MVWSD” or “the District”).

The program will take place from the end of the school day until 6:00 pm during the 2022-23 school year at elementary and middle schools in MVWSD. The program will operate on regular full school days and will be closed on federal holidays. Right At School will also operate a camp (“camp”) for each enrolled student for nine hours per day for 30 intersession days (non-school weekdays) at each ELOP program location. The exact inter-session dates will be determined by the District at a later time.

At each school site operating an ELOP program, the District will pay the tuition in groups of ten (10) Transitional Kindergarten/Kindergarten (“TK/K”) students, groups of twenty (20) 1<sup>st</sup>-5<sup>th</sup> grade students per elementary school and groups of twenty (20) 6<sup>th</sup> grade students per middle school. The cost per child will be \$2238 per 1<sup>st</sup>-6<sup>th</sup> grade student and \$2755 per Transitional Kindergarten/Kindergarten student. Commencing with the first day of active services at each school site (students attending program or camp), the total minimum yearly cost per elementary school program and camp (assuming one group of TK/K students and one group of 1st-6th students) will be \$72,310 and the cost per middle school program and camp (assuming one group of 6th grade students) will be \$44,760.

By mutual agreement, the District may choose to pay the tuition for additional students to attend in groups of 20 enrolled 1<sup>st</sup>-6<sup>th</sup> graders, at cost of \$44,760 per group, and 10 enrolled TK/K students, at

a cost of \$27,550 per group. The same terms and procedure as above apply, including but not limited to calculation of the aggregate additional payment over the applicable term and payments on a monthly basis.

District will make payments within 30 days after a detailed invoice is received from Right At School each month, for all additional groups added in the previous month. Right At School will invoice the yearly rate of these services as outlined above, prorated as necessary. RAS invoices will comply with all applicable Expanded Learning Opportunities Program requirements.

By mutual agreement, the District and Provider may add additional dates of service, services, and rates to the signed Professional Services Agreement.

The Parties hereto have executed this Amendment as of the last date set forth below ("**Effective Date**").

**ACCEPTED AND AGREED:**

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

**CONSULTANT/CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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