

**Agreement Between
Celina Independent School District
and
AlphaBEST Education, Inc.
for After-School Child Care Services**

This Agreement is entered into effective as of the 20th day of February, 2018 by and between the Celina Independent School District (hereafter referred to as the "CISD") and AlphaBEST Education, Inc., a North Carolina corporation ("Contractor").

1. Duties and responsibilities of Contractor:

- i. Contractor will provide after school child care services at the following schools according to the terms of this Agreement:
 - a. Celina Elementary School
 - b. O'Dell Elementary School
 - c. Celina Primary School
 - d. Sixth Grade Center
- ii. Contractor will occupy the cafeteria/gym/computer pod as the designated space during operation the after school program described herein. Alternate space may be provided should the designated space be needed for school related functions, provided that any alternate space satisfies applicable Texas licensing requirements. Alternate space may, but is not required to, include music room, art room, and computer lab.
- iii. Contractor's program shall include the features, operating hours and costs as described in the Program Overview and other materials developed by Contractor and delivered to Schools (the "Program Materials").
- iv. Contractor will be the sole provider of on-site after school child care at Schools.

2. Duties and responsibilities of the Schools:

- i. Schools will provide the Contractor with access to, and use of, the school facilities in a manner reasonably sufficient to permit Contractor to provide the licensed services described in this Agreement. The Schools shall maintain such facilities in a safe and usable condition.
- ii. The Schools will provide snacks through third party CISD vendor per USDA guidelines and state licensing requirements at the school.
- iii. The Schools will provide reasonable assistance to Contractor to promote availability of the program described in this Agreement to parents of children attending school, and will allow distribution of Contractor's marketing and recruitment materials approved by CISD in accordance with CISD Board Policy.

- iv. The Schools will allow Contractor access to the Internet for Contractor's accounting and recordkeeping purposes to the extent such internet is provided and operational at the School. The Schools and the CISD shall not provide internet access or service for the Contractor beyond what is currently installed and in existence at the School.
- v. The Schools will permit Contractor's use of school phones in designated areas for Contractor's business and state licensing requirements to the extent such telephones are provided and operational at the School. The Schools and CISD shall not provide telephone access or service for the Contractor beyond what is currently installed and in existence at the School.
- vi. The contractor shall provide programming on professional development days and school vacations.

3. **Term:**

- i. This Agreement shall commence on the **August 1, 2018**, and conclude on the 30th day of June, 2020, or the last regular school day for students during the 2019-2020 school year, whichever comes later.
- ii. This Agreement may be renewed thereafter by written agreement of both parties with a ninety day prior to end of year notice.

4. **Program Fees:**

- i. Contractor will charge a fee per participating child per week, payable at times or intervals set at the discretion of the Contractor, as described in the Program Overview. Contractor may elect to charge additional fees to cover field trips, late payment charges, NSF fees, late pickup fees and other reasonable charges. The parents or guardians of children participating in the program will be responsible for the payment of all fees charged by Contractor, and the Schools shall not be responsible for payment of any program fees or additional fees.

5. **Rental Fee For Building Use:**

Contractor will pay CISD a facility usage fee each school year as set out on the Facility Fee Model attached hereto, to be calculated and paid on a monthly basis, prorated for any partial month in the event of early termination pursuant to paragraph 6, The facility usage fee shall be fixed based on enrollments to be provided by Contractor monthly.

Contractor agrees to pay CISD 12% of net revenue for facility use.

6. **Termination:**

- i. Contractor shall have the right to terminate this Agreement with ninety (90) calendar days prior written notice to the Schools in the event that (i) the School fails to perform any material obligation pursuant to this Agreement, after written notice from Contractor and a period of ninety (90) calendar days to cure the material default, or (ii) enrollment falls below a level at which Contractor reasonably determines the program may be operated on a profitable basis

and the CISD is not willing to discuss a reduction in rental fees at locations. The School shall have the right to terminate this Agreement prior to expiration of the stated term in the event Contractor fails to perform any material responsibility under the terms of this Agreement, provided that prior to termination the School shall give Contractor written notice and a period of ninety (90) calendar days to cure the material default described in the School's notice.

- ii. The parties hereto may terminate this Agreement by mutual written consent after ninety (90) calendar days written notice to the parents of the students participating in the Program, if the school year is on-going, or without prior notice to parents if school is adjourned for summer break.

7. **Compliance with Laws:**

Contractor agrees to exercise best efforts to comply in all material respects with any applicable federal, state, or local laws and regulations in providing the services contemplated by this Agreement, provided that the School shall be solely responsible for ensuring that the School facilities made available to Contractor for operation of the program comply with all applicable laws related to the use of those facilities for the purposes described in this Agreement. In the event the action, inaction and/or negligence of the Contractor and/or its employees, representatives and/or agents creates a condition at the School causing the School facilities to not comply with any applicable laws related to use of the facilities for the purposes described in this Agreement, the Contractor, and not CISD, shall be solely liable for repair of such condition.

8. **Notices:**

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address set forth below, or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing four (4) days after deposit in the mail. The parties' notice addresses are as set forth below:

- i. Notice to the CISD shall be sent to:
Attn: Lori Sitzes, Assistant Superintendent of Instruction and Technology
205 South Colorado
Celina, TX 75009
- ii. Notices to Contractor shall be sent to:
Attn: Ms. Melissa Moreano, CFO
5980 Kinney Road
Lewisville, North Carolina 27023

9. **Maintenance of Records:**

The books, records, and documents of the respective parties to this Agreement insofar as they relate to work performed or money paid or received under this Agreement, shall be maintained for a period

of three (3) full years; or for the period required by law from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the other party or its duly appointed representatives.

10. **Maintenance of Property:**

Any School property, including but not limited to books, records, and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, ordinary wear and tear excepted, and shall be returned to School by Contractor upon termination of this Agreement. Any of Contractor's property, including but not limited to books, records, and equipment, that is in the School's possession shall be maintained by the School in good condition and repair, ordinary wear and tear excepted, and shall be returned to Contractor by the School upon termination of this Agreement.

11. **Employment Practices:**

Contractor shall not engage in any employment practices that involve discrimination based on race, creed, color, national origin, age, or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

12. **Non-discrimination:**

Contractor enrolls students in its programs, ages 5 to 13 enrolled in kindergarten through sixth grade enrolled at the School, without discrimination as to race, color, gender, national origin, creed, religious beliefs, or ethnicity. Sites will not exclude children with disabilities from their programs unless their presence would pose a *direct threat* to the health or safety of themselves or others or require a *fundamental alteration* of the program in order for them to attend. Sites will make *reasonable accommodations* to their policies and practices to integrate children, parents, and guardians with disabilities into their programs unless doing so would constitute a *fundamental alteration* of the program.

13. **Insurance:**

During the term of this Agreement, Contractor shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00. Prior to commencement of performance of this Agreement, Contractor will deliver to the School a certificate evidencing required insurance coverage, in a form reasonably satisfactory to the School. Throughout the term of this Agreement, Contractor shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

14. **Indemnification:**

The Contractor shall accept full and complete responsibility for the operation and supervision of the child-care program it operates at School during the term of this Agreement and holds CISD and the School free, harmless and indemnified from and against any and all claims, suits, or causes of action resulting from or out of the operation of the Contractor's after-school program at the School.

15. **Affidavit of Employee Criminal Background Check:**

During the term of this Agreement, Contractor shall maintain records to verify that each employee who is engaged or utilized by Contractor to provide child care services pursuant to this Agreement will have undergone a **state and national criminal background check**. **Evidence of criminal background checks shall** be provided to the School prior to commencement of performance of this Agreement. Throughout the term of this agreement, Contractor shall provide updated background checks upon the employment of new personnel. Contractor agrees not to employ in the Program any person who is a registered sex offender, is charged with a crime involving a sexual assault of any type, is charged with or convicted of a felony, or is charged or convicted of an assault on a child of any age. CISD reserve the right to refuse entry onto school premises of any agent, representative or employee of Contractor. In the event CISD prohibits entry onto school premises of any agent, representative or employee of Contractor, CISD shall notify the Contractor's agent and the reason for such refusal of access.

16. **Annual Sex Offender Registry Check:**

In accordance with Texas General Law, the Contractor shall annual ensure all employees or contracted personnel in direct interaction or contact with CISD students are not listed on the National Sex Offender Registries. Any person listed on such registries shall not be allowed to provide services in the CISD under any circumstances.

17. **Attorney Fees:**

In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, each party in such legal action shall assume responsibility of respective expenses of such action.

18. **Assignment:**

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, to the extent allowed by law. Any assignment of this Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

19. **Entire Agreement:**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein and shall govern the respective of duties and obligation of the parties.

20. **Modification of Agreement**

This agreement may be modified only by written amendment executed by all parties.

21. **Force Majeure:**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any

act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause similar or dissimilar in nature beyond its control.

22. **Governing Law:**

The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Texas.

23. **Severability:**

Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of this agreement.

IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set forth below, effective as of the day and year first above written.

AlphaBEST Education, Inc.

By: _____
Melissa Moreano, CFO

Celina Independent School District

By: _____

Attest: _____

AlphaBEST Rates in Celina ISD

AlphaBEST 2018-2020 Fees

- Family Registration: \$55
- 5 days/week: \$72
- 3 days/week: \$55
- Early Release Days: \$20/day
- 10 Visit Punch Pass: \$170/pass
- Full Week of Care (spring, summer (2019-2020 only), and winter break): \$180/week
- Full day of Holiday Care: \$30 (2019-2020 only)

Discounts 2018-2020

- Sibling: \$5 discount off five-day care
- Celina ISD Employee Rate: \$55/week for five-day care
- Free and/or Reduced Lunch: 15% off weekly tuition