2014 – 2015 ENRICHMENT PROGRAM AGREEMENT
James Madison Pilot Program

The following Enrichment Program Agreement ("Agreement") is Effective on the date as shown on the attached **Exhibit A** between and **KU Champions LLC** ("Champions") and the District as shown on the attached **Exhibit A**.

The parties agree as follows:

I. RESPONSIBILITIES OF CHAMPIONS:

A. Champions will provide a Before and/or After School & Summer Enrichment Programs ("Program"), as approved in advance by the District. The specific Program sessions to be provided by Champions and the locations in which they shall be provided are set forth in attached **Exhibit A**.

B. Champions will operate the Program on regular school days, all conference days, school holidays. Summer program will be provided if there is a minimum enrollment of 25 children. The Program will be closed on the following national holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

C. Champions will comply with all applicable state and federal laws and regulations governing the Program. Champions further agrees to immediately apply for all necessary licenses in order to operate the Program. Obtaining all such licenses shall be a condition precedent to Champions' obligations under this Agreement. Once obtained, Champions agrees to maintain all such licenses for the duration of this Agreement.

D. Champions will comply with all applicable federal, state, and local laws concerning its employees.

E. Champions agrees to:

1. Provide all necessary curriculum, materials, and staffing, and management to operate the Program effectively.

   i. Champions agrees to work, provide and implement programed aligned student resources (technology and software) to support seamless opportunities for aftercare students. Ie. Chromebooks and district adopted programs.

   ii. Champions agrees to provide four Chromebooks that will be used in the Champions programs to support district curriculum and student work.

2. Leave the Program location(s) in a neat and clean condition at the end of each Program session.

3. Maintain appropriate communication with the Principal at each Program location, including monthly meetings and reports of any changes in Site Director.

4. Maintain appropriate communication with families of enrolled children and provide a Parent Handbook.

5. Repair, replace, or reimburse District for any equipment, furniture or fixtures damaged by Champions in the course of its operation of the Program as mutually agreed by District and Champions on a case-by-case basis, except that Champions shall not be responsible for reasonable wear and tear, casualty, or acts of God.

II. RESPONSIBILITIES OF DISTRICT:

A. District will be responsible for and provide at its cost the following items:

1. A licensable space sufficient to accommodate the Program. The licensable space shall include a separate telephone line, which will be connected and utilized at Champions' expense.

2. Furniture, fixtures, and equipment appropriate and sufficient for the Program including a minimum of 5 tables with appropriate seating.

3. Approximately 150 square feet of secure equipment storage space that is convenient to the Program location.

4. Safety equipment (including fire extinguishers) and building safety features required by state authorities.

5. Access to the gymnasium and outdoor playground, both of which must meet applicable licensing requirements.

6. Utilities including, but not limited to, heating, lighting, power, toilet facilities and supplies, and hot and cold water.

7. General cleaning and maintenance of the Program space including refuse removal.

8. Access to a facsimile and copy machine once a week, for a reasonable period of time, at each location at which Champions is to provide the Program.

9. Repair, replacement, or reimbursement to Champions for any Champions equipment or materials damaged by District in the course of its operations as mutually agreed by the Champions and District on a case-by-case basis.

10. Designated office space for local Champions Area Manager if specified per the attached **Exhibit A**.

11. A completed and signed IRS form W-9, Request for Taxpayer Identification Number and Certification.

B. At Champions' request, upon execution of this Agreement, District shall provide to Champions copies of all current school floor plans and a copy of any documentation required by government agencies for each location at which Champions is to provide a Program including, but not limited to: certificate of occupancy and fire, health and safety inspections including lead, asbestos, underground storage tanks, and other environmental or site testing results.

C. In the event that any governmental authority requires changes or repairs to District facilities as a condition of licensing or operating the Program, District shall be solely responsible for promptly making such changes or repairs at its own cost and expense. District has the option to terminate this Agreement or the Program session with 15 days notice if it elects not to incur the cost of the repairs or changes.

D. District will make information regarding Champions' programs available to families whose children attend school in District each year. District will also add Champions as a link to District's website and

will provide Champions with guest access to District's WiFi or wireless network along with District IT support for potential network upgrades or issues in accessing Champions' Horizon applications through District's network.

III. INSURANCE. Each party shall list the other as an additional insured under the party's general commercial liability insurance policy(ies) and, upon request, shall furnish the other party with a certificate of insurance evidencing the liability insurance policy coverages as well as an additional insured endorsement.

IV. INDEMNITY.

A. District hereby indemnifies and holds Champions and Champions' affiliates and their respective nominees, officers, directors, agents, and employees harmless from and against any and all claims, demands, liabilities, and expenses, including attorneys' fees and litigation expenses, arising from the negligent acts or willful misconduct of District or its agents, employees, or contractors occurring on the Property. In the event any action or proceeding shall be brought against Champions by reason of any such claim, District shall defend the same at District's expense by counsel selected by Champions.

B. Champions hereby indemnifies and holds District, District's nominees, officers, directors, agents, employees, shareholders, successors and assigns harmless from and against any and all claims, demands, liabilities, and expenses including attorneys' fees and litigation expenses, arising from the negligent acts or willful misconduct of Champions or its agents, employees, or contractors occurring on the Property. In the event any action or proceeding shall be brought against District by reason of any such claim, Champions shall defend the same at Champions' expense by counsel selected by District.

V. **TERM AND TERMINATION**. The term of this Agreement will be as written on **Exhibit** A to this Agreement, as may be amended from time to time, unless:

A. The District terminates this Agreement or a specific Program session pursuant to Section II.C. above; or

B. Champions terminates a specific Program session or this Agreement pursuant to Section I.B. above; or

C. If District fails to comply with any material term or condition of this Agreement within 30 days after written notice from Champions specifying the nature of the failure with particularity; or

D. If Champions fails to comply with any material term or condition of this Agreement within 60 days after written notice from District specifying the nature of the failure with particularity; or

E. Either party terminates this Agreement pursuant to Section VI.F. below; or

F. Either party terminates this Agreement or a specific Program session, with or without cause, by giving ninety (90) days' advance written notice to the other.

VI. MISCELLANEOUS.

A. Intellectual Property. District acknowledges it does not have any rights whatsoever in or to any trademarks, trade names, copyrights, names, logos or other intellectual property of Champions or its affiliated companies, and will not use or cause or allow others to use the same or any variations thereof without the prior express written permission of Champions. Champions reserves all rights to its intellectual property rights, past, present and future.

B. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL DISTRICT OR CHAMPIONS BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL UNDER THIS AGREEMENT, EVEN IF A PARTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, EXCEPT FOR: (i) DAMAGES OR LOSSES ARISING FROM THIRD PARTY INDEMNITY LIABILITY OR (ii) DAMAGES OR LOSSES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR RECKLESS CONDUCT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES, CLAIMS OR LOSSES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

C. Survival. The terms and conditions of Sections III, IV, V, and VI shall survive expiration or termination of this Agreement for any reason.

D. Personal Property. The parties agree that Champions is the sole owner of any equipment provided by Champions to operate the Program. Upon termination of this Agreement (for any reason), all such equipment shall remain the property of Champions and Champions shall have access to the District facilities for the purpose of removing the equipment.

E. Employees. During the term of this Agreement, should either party to this Agreement hire an employee of the other party, such that the employee will no longer be able to continue working his or her regularly scheduled hours for the other party then, prior to that employee's effective hire date, the hiring party shall give the other party 30 days notice so that the other party may make reasonable efforts to hire and train a replacement employee.

F. Force Majeure. Neither party shall be liable for its failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by event of force majeure including, but not limited to, civil commotion, strike, lockout or other industrial dispute, acts of God, inability to obtain equipment, power, necessary governmental licenses or permits, materials or transportation, or any other circumstances beyond such party's reasonable control. Should such an event of force majeure continue for a commercially unreasonable period of time, this Agreement may then be terminated immediately upon written notice by either party.

G. Notices. All notices given pursuant to this Agreement shall be in writing, addressed to the recipient as shown on **Exhibit** A, as such address may have been changed by written notice, and shall be (i) mailed, postage prepaid, certified or registered with return receipt requested, (ii) delivered in person or by nationally recognized overnight courier, or (iii) sent by facsimile or electronic transmission. Any notice (i) sent by mail, in person or by courier shall be deemed given when delivery is first attempted, and (ii) given by facsimile or electronic transmission shall be deemed given when receipt has been confirmed either electronically or otherwise. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender.

H. Independent Contractor. Champions is, and shall remain at all times, an independent contractor

with exclusive control of the Program and not an agent, servant, or employee of District. Champions' engagement with District is limited solely to the operation of the Program. Neither party has the authority to act in any capacity on behalf of the other party.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflicts of law principles.

J. Entire Agreement and Amendments. This Agreement reflects the entire agreement between the parties regarding the subject matter of this Agreement. No other previous agreement, statement or promise made by the parties hereto that is not contained in this Agreement shall be binding or valid with respect to the Program(s) being provided under this Agreement. Any modifications, amendments or changes to this Agreement must be in writing and signed by an authorized representative or officer of the parties.

K. Binding Effect. This Agreement shall be binding upon the parties' successors and permitted assigns.

L. Headings. The Section headings used in this Agreement are solely for convenience of reference and are not to be construed or considered in interpreting the provisions of this Agreement.

M. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement shall not be affected.

N. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

O. Representation of Counsel and Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either party.

P. Counterparts and Facsimile/Electronic Signatures. This Agreement may be executed in counterparts and delivered by facsimile or electronic transmission, each of which shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. Such counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives as of the Effective Date.

DISTRICT:

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

CHAMPIONS:

KU CHAMPIONS LLC

By: _____
Name: Jeff Slater
Title: Vice President, Portfolio Management and New Business Operations

ENRICHMENT PROGRAM AGREEMENT

EXHIBIT A – Effective Date _____

1. **District or School Name: San Leandro Unified School District** ("District")

2. **Term:**

   a. This Exhibit A commences on the Effective Date and will continue thereafter between the parties from year to year at the locations and on the dates and for those Programs shown as to this Agreement.

3. **Champions** shall provide services for the Programs at the sites set forth below:

Site Location (Street Address, City, State, Zip)	**Program (i.e., Before, After, Kindergarten, etc.)**	**Hours of Operation**
James Madison Elementary School 14751 Juniper Street San Leandro, CA 94579	Before After KinderWrap Preschool *(by mutual agreement* and based on parent needs. Additional room rental may be needed)	6:30am – 8:00am 2:30pm – 6:00pm 11:40am – 2:30pm 7:00am – 6:00pm

Projected Program Start Date:

Facility Use Terms: Champions will lease from District one modular classroom.

Billing Details: Champions will pay a rental amount of $1,045.94 per month to the District, payable at the beginning of each month.

Net Revenue Share: N / A

4. **Additional Client Provided Services:** N / A

5. **Addresses for Notice**

District
San Leandro Unified School District
14751 Juniper Street
San Leandro, CA 94579
Attn: Song Chin-Bendib, Associate Superintendent
Phone: 510-667-3506
Facsimile: 510-895-4159
E-mail: schinbendib@slusd.us

Champions:
KU Champions LLC
650 NE Holladay Street, Suite 1400
Portland, OR 97232
Phone: (503) 872-1300
Facsimile: (503) 736-1838
Attn: V.P. Business Development Operations

With a copy to: Knowledge Universe Education LLC
650 NE Holladay Street, Suite 1400
Portland, OR 97232
Phone: (503) 872.1300
Facsimile: (503) 872.1391
Attn: Legal Department

DISTRICT:

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

CHAMPIONS:

KU CHAMPIONS LLC

By: _____
Name: Jeff Slater
Title: Vice President, Portfolio Management and New Business Operations