ENRICHMENT PROGRAM AGREEMENT

The following Enrichment Program Agreement ("Agreement"), effective on the date as shown on the attached **Exhibit A** ("Effective Date"), is between **KCE Champions LLC** ("Champions") and the School or School District ("District") as shown on the attached Exhibit A. The parties agree as follows:

1. RESPONSIBILITIES OF CHAMPIONS.

A. Champions will provide Before and/or After School and Enrichment Programs ("Program"), as set forth in attached Exhibit A.

B. Tuition and fees charged by Champions for Program enrollment are set forth in Exhibit A. Champions, in its sole discretion, may increase the tuition and fees charged for the Program at any time. Except as otherwise set forth on Exhibit A, Champions will operate the Program on regular school days, all conference days, and school holidays (and during summer, if included). Except as otherwise set forth on Exhibit A, the Program will be closed on the following national holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day.

C. Champions will comply with all applicable state and federal laws and regulations governing the Program and its employees. Champions further agrees to immediately apply for all necessary licenses in order to operate the Program. Obtaining all such licenses will 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 agrees to:

i. Provide all necessary curriculum, materials, staffing, and management to operate the Program effectively.
ii. Leave the Program location(s) in a neat and clean condition at the end of each Program session.
iii. Maintain appropriate communication with the Principal at each Program location.
iv. Maintain appropriate communication with families of enrolled children and provide a Parent Handbook.
v. 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, except that Champions will not be responsible for reasonable wear and tear, casualty, or acts of God.

2. RESPONSIBILITIES OF SCHOOL.

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

i. Licensable space(s) sufficient to accommodate the Program. The licensable space(s) will include a separate telephone line, which will be connected and utilized at Champions' expense. The specific space(s) agreed to by the parties are set forth in Exhibit A.
ii. Furniture, fixtures, and equipment appropriate and sufficient for the Program including a minimum of five tables with appropriate seating.

iii. Approximately 150 square feet of secure equipment storage space that is convenient to the Program location.
iv. Safety equipment (including fire extinguishers) and building safety features required by state or local authorities.
v. Access to the gymnasium and outdoor playground, both of which must meet applicable licensing requirements.
vi. Utilities including, but not limited to, heating, lighting, power, toilet facilities and supplies, and hot and cold water.
vii. General cleaning and maintenance of the Program space including refuse removal.
viii. Access to a facsimile and copy machine/scanner at each location at which Champions is to provide the Program.
ix. Repair, replacement, or reimbursement to Champions for any Champions equipment or materials damaged by District.
x. A completed and signed IRS form W-9.

B. At Champions' request, District will promptly provide to Champions copies of all current school floor plans and a copy of any documentation required in order for Champions to obtain its childcare license and 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, and other environmental or site testing results. The specific documentation required in the relevant jurisdiction is set forth in Exhibit A**.**

C. In the event that any governmental authority requires changes or repairs to District facilities to operate the Program, District will 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' prior written notice if it elects not to incur the cost of the repairs or changes.

D. District will make information regarding Champions available to District families each year, including sending Champions program information via email, with registration or enrollment materials to families, and on bulletin boards or other postings. District will also add Champions as a link to District's website. District will invite Champions to attend parent-facing events (e.g., open houses, back-to-school night, etc.) when appropriate for Champions to market directly to families.

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

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

4. INDEMNITY.

A. District indemnifies and holds Champions and Champions' affiliates and their respective members, managers, shareholders, officers, directors, agents, employees, successors and assigns harmless from and against any and all third-party claims, demands, liabilities, and expenses, including reasonable attorneys fees and litigation expenses, arising from the negligent acts or

omissions or willful misconduct of District or its agents, employees, or contractors. In the event any action or proceeding is brought against Champions by reason of any such claim, District will defend the same at District's expense by counsel selected by Champions.

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

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

A. 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

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

C. Either party terminates this Agreement or a specific Program session, with or without cause, by giving 90 days' prior written notice to the other; or

D. Either party terminates this Agreement as otherwise permitted by this Agreement.

6. 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 WILL SCHOOL 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 3, 4, 5, and 6 will 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 will remain the property of Champions, and Champions will 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 will 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 will 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 will be in writing, addressed to the recipient as shown on Exhibit A, and will 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 sent by mail, in person or by courier will be deemed given when delivery is first attempted; any notice given by facsimile or electronic transmission will be deemed given when receipt has been confirmed electronically.

H. **Independent Contractor**. Champions is, and will remain at all times, an independent contractor with exclusive control of the Program, including but not limited to the selection of and hiring of Champions' employees, and is 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. **General**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law principles. This Agreement reflects the entire agreement between the parties regarding the subject matter of this Agreement. No other statement, promise or previous agreement (including that certain Enrichment Program Agreement dated effective July 1, 2014, as amended), made by the parties that is not contained in this Agreement will 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. This Agreement will be binding upon the parties' successors and permitted assigns. The section headings in this Agreement are solely for convenience of reference and are not to be construed or considered in interpreting this Agreement. If any provision of this Agreement is deemed invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement will not be affected. Failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will 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 will be interpreted in accordance with its terms without favor to either party. This

Agreement may be executed in counterparts and delivered by facsimile or electronic transmission, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. Such counterparts taken together will 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.

SAN LEANDRO UNIFIED SCHOOL DISTRICT	**KCE CHAMPIONS LLC**
By:_____	By:_____
Printed Name:_____	Printed Name: Dan Figurski
Title:_____	Title: President, Champions

REVIEWED BY LEGAL (LP)
DATE: 9/24/2020
INITIALS_____

ENRICHMENT PROGRAM AGREEMENT

EXHIBIT A

Effective Date: September 24, 2020

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

2. **Term:** This Exhibit A is made part of that certain Enrichment Program Agreement made as of the Effective Date. This Exhibit A commences on the Effective Date and, notwithstanding anything in the Enrichment Program Agreement to the contrary, will continue thereafter between the parties until either party terminates on thirty (30) days' prior written notice, at the locations and on the dates and for those Programs shown as to this Agreement.

3. **Champions** will provide the Programs at the sites set forth below. During the COVID-19 pandemic, the parties will agree to service levels, types of services and programs, and service hours, which may be updated and adjusted as needed.

Site Location	Program	Hours of Operation
James Madison Elementary School 14751 Juniper Street San Leandro, CA 94579	Full Day	7:45 a.m. – 6:00 p.m.

Projected Program Start Date: September 24, 2020

Facility Use Terms: District will provide Champions with access to the Portable Building and the Multipurpose Room, or other appropriate spaces to operate the Programs.

Tuition and Fees:

Program	Weekly Rate
Full Day only	$225

Other Fees:		**Discounts:**	
Student Registration	$50	School District Employee	10%
Family Registration	$100	Multi-Child	10%
		Subsidy accepted	

Rent: Champions will pay District $1,205.54 per month, payable at the beginning of each month.

Minimum Enrollment: Champions will establish minimum enrollments at each school and for each program to ensure sustainability. If daily attendance in any session fails to meet these target levels at any time, Champions may choose to terminate the Program session or this Agreement with 30 days' advance written notice.

Documents Required for Licensing: To be provided to Champions Legal by Champions Business Development at time of contract creation.

4. **Additional Client Provided Services or Additional School Closure Days:** N / A

5. Addresses for Notice:

District: San Leandro Unified School District
1145 Aladdin Avenue
San Leandro, CA 94577
Attn: _____
Phone: _____
Facsimile: _____
E-mail: _____

Champions: KCE Champions LLC
650 NE Holladay Street, Suite 1400
Portland, OR 97232
Phone: 503-872-1300
Facsimile: 503-736-1954
Attn: Vice President, Champions

With a copy to: Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204
Phone: (503) 778-2100
Attn: KinderCare Education LLC Legal

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By:_____

Printed Name:_____

Title:_____

KCE CHAMPIONS LLC

By:_____

Printed Name: Dan Figurski

Title: President, Champions

REVIEWED BY LEGAL (LP)
DATE: 9/24/2020
INITIALS ED