

MEMORANDUM OF UNDERSTANDING

By and Between [REDACTED], Inc. (“[REDACTED] and [REDACTED] Preschool ([REDACTED])”)

This Memo of Understanding (“MOU”) documents the intention of [REDACTED] and [REDACTED] to enter into an agreement pursuant to which [REDACTED] shall provide management and operational services for the pre-kindergarten program being established by [REDACTED] under the following terms and in a manner that will comply with the mandates set forth in the Prekindergarten Continuation Grant, the School Readiness Integration requirements, all other TEA requirements and the requirements of [REDACTED]’s Expanded Charter (as defined below).

Background: [REDACTED] holds a charter (CDN [REDACTED]) (the “Charter”) granted by the Texas Education Agency (“TEA”) to operate [REDACTED] a middle school serving students in 5th-8th grades, [REDACTED] an elementary school serving students in Pre-Kindergarten – 4th grade, [REDACTED] an elementary school serving students in Pre-Kindergarten – 4th grade, and [REDACTED] a middle school serving students in 5th -8th grades. [REDACTED] is currently operating a preschool program at [REDACTED] that fits the operation of [REDACTED] and [REDACTED]. [REDACTED] wishes for [REDACTED] to provide management and operational services for a prekindergarten program for [REDACTED] under [REDACTED] Charter that will comprise the prekindergarten portion of [REDACTED] and [REDACTED]. [REDACTED] shall not run any other prekindergarten or childcare program at the site of [REDACTED] or [REDACTED].

Open Enrollment. [REDACTED] shall never discriminate in its enrollment practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, proficiency in the English language, or any other basis that would be illegal if used by a school district. In the event of over-subscription to the [REDACTED] program, admission will be determined in a manner consistent with the enrollment procedures of [REDACTED]. In no event shall admission procedures for [REDACTED] or [REDACTED] be inconsistent with the statements and/or requirements of the [REDACTED] Charter.

[REDACTED] Will Provide: [REDACTED] will provide the certified staff, TEA approved curriculum, classroom furniture and supplies (collectively, the “[REDACTED] Program”) for a minimum of two and a maximum of four classes of 22-24 pre-k4 students per class. The [REDACTED] Program shall comply with all TEA requirements, all terms of the [REDACTED] Charter and all school specific policies. Specifically, the [REDACTED] Program will include but not be limited to:

- a. Open to students from 7:00 a.m. – 5:00 p.m., with a minimum requirement of 6 hours per day for each student.
- b. Following the [REDACTED] school calendar, other than First day of school – August 24, 2015
- c. Last day of school – June 10, 2016 (Additional dates may be included after [REDACTED] and [REDACTED] meet to discuss calendars.) [REDACTED] will make efforts to fully comply with the [REDACTED] calendar for the 2015-16 academic year.
- d. Fulfill and continuously comply with all requirements previously identified, including: (i) the attached description of the [REDACTED] Program; (ii) the [REDACTED] Charter; and (iii) [REDACTED] school specific policies.
- e. Services to children with identified special needs will be served in [REDACTED] classrooms with the assistance of the [REDACTED] special services team
- f. Administer the STEP reading assessment to all [REDACTED] students participating in the PK4 at the conclusion of the 15-16 academic year in alignment with the administration to all other students attending a [REDACTED] Elementary school.
- g. Actively work to promote the retention of students within the PK4 program such that student attrition for all reasons is less than 7% per year.

Will Provide:

- a. A member of the Elementary administrative staff will be on site at all times that the Program is in session. This staff member will be available for logistical assistance to staff.
- b. Elementary School will provide to students participating in the Program with the identical nutrition program that it will provide to all other similarly situated Elementary students. Pre-K students will have access to breakfast and lunch in the designated area and afternoon snacks will be provided if required by the Texas Department of Agriculture School Lunch Program.
- c. will provide campus site and facilities, including but not limited to classrooms, general use space (i.e., cafetorium) and playground space.
- d. Transportation services for each classroom to participate in two age-appropriate educational field trips each year. (One in each of the fall and spring semesters.)
- e.

Compensation to will remit to all Texas state funds that it receives for the children served in the program, less the following:

- a. The cost of any programs that provides directly to students participating in the Program (e.g., nutrition program).
- b. Administrative burden fee (the cost of the Central Office Fee plus the cost of additional personnel required for cafeteria and maintenance (15%); and
- c. All Title 1 and/or other restricted federal funding received by for use in connection with the Elementary program and the Charter.

further agrees to fully comply with any and all applicable funding and fund disbursement requirements and restrictions placed on in general.

Starting the month after receipt of the first FSP payment (October), will remit monthly payments by the 15th of each month to. These payments will be based on a monthly average attendance of students multiplied by the monthly FSP revenue for Pre-K students less any of the exclusions noted above to be retained by. At the end of the FSP payment year (August), will true-up the payments to. Based on this calculation, may remit more or withhold some funding based on prior payments throughout the year. Additionally, the finance team will send a monthly calculation report to for record-keeping purposes.

Access to Data: and agree, within the confines of FERPA and any other relevant authority, to share all student demographic and achievement data, and to sign all necessary authorizations to permit the release and use of such data for the limited purposes of this MOU and as to allow each organization to assess the efficacy of their programs.

Independent Contractors: Nothing in this MOU is intended, or is to be construed, to constitute a partnership or any other relationship between the parties hereto. Neither of the parties to this MOU shall have any express or implied right or authority to assume or create any obligation on behalf of any other party, or to bind any other party to any contract, undertaking or agreement with any third party.

Mutual Indemnity: and agree that each party will indemnify, defend and hold harmless the other, and its officers, directors, employees and agents, from any losses, damages, liabilities, settlements, reasonable attorneys' fees

or costs that may arise as the result of any action (with counsel of the indemnified party's choosing), cause, claim, demand or proceeding, including but not limited to any proceeding to defend the ██████ Charter as it pertains to the prekindergarten program subject to this MOU, that is based upon or arises from any action or failure to act on the part of the indemnifying party. Any party claiming indemnification must provide the other party with prompt notice of any such actions, claims, demands or proceedings, as well as information in that party's possession that is reasonably required for their defense.

Insurance/Certifications: ██████ and ██████ shall furnish proof of insurance to each other within thirty (30) days of the effective date of the contract contemplated by this MOU. This proof of insurance coverage shall include at a minimum:

- a. Workers comprehensive
- b. Property insurance
- c. General liability insurance (\$1,000,000) with ██████ its officers, officials, employees and volunteers, and ██████ named as additional insured

██████ requires that ██████'s insurance coverage be primary and non-contributory. ██████'s insurance policy should include a Waiver of Subrogation in favor of ██████ and a minimum of 30 day notice of cancellation to ██████

Further, ██████ shall furnish names of all staff used for the prekindergarten program at all ██████ schools, all background and criminal checks on personnel and other staff members and proof of certifications of each staff member, as applicable, to ██████ within thirty (30) days of the effective date of the contract contemporaneously with this MOU.

██████ shall notify ██████ of any and all staff addition, deletion and/or other changes prior to such staff changes or as soon as practicably possible. Such notification shall include any material change to information provided by ██████ to ██████ on existing staff, including but not limited to additional certifications, newly discovered items that would appear on a standard background check and/or internal investigations or inquiries of any staff.

Branding. The ██████ pre-K program, shall operate and be identified as a ██████ program in partnership with ██████ ██████ ██████ and ██████ shall mutually agree upon a logo for the program and any and all collateral materials to be used in the marketing of the program. Any use of the ██████ or ██████ logos shall require the express written approval of the respective organization.

Term and Termination. The initial term of this MOU is the 2015-2016 school year. Subsequent terms shall be mutually agreed to by the parties. It is expressly understood that either party has the right, upon 90 days prior written notice to the other party, to terminate this Agreement at any time and without liability during the initial term or any subsequent term thereof; provided, however, that under three circumstances, the Agreement may be terminated earlier, as follows:

- a. In the case of a loss of funding for the ██████ program, this MOU and any subsequent agreements will terminate upon the termination of funding date.
- b. If ██████ notifies ██████ that ██████ has violated the standards described in the attached ██████ program description or requirements set forth above, including but not limited to violations of or failure to comply with any requirements imposed on the ██████ Charter or any other applicable regulations, ██████ shall have thirty (30) days upon receipt of violations in writing by the ██████ executive director to remedy the violation. If the violation is not remedied within thirty (30) days, ██████ shall have the right to immediately terminate this Agreement.
- c. If ██████ behaves, or its personnel or employees behave, in a manner that, in ██████'s opinion, may be irrevocably detrimental to ██████ reputation or to the goodwill associated therewith, ██████ may terminate this MOU immediately in writing and hand delivered to the ██████ executive director and

board chair. [REDACTED]'s board chair and executive director have the right to appeal the decision with the [REDACTED] executive director and board chair immediately upon notification of cancellation in this instance. The [REDACTED] executive director or board chair must request the meeting with [REDACTED] management in writing and hand delivered within three business days of notification of cancellation.

This contract is subject to and governed by the laws of the State of Texas.

Agreed to this ___ day of July, 2015

[REDACTED] Inc.

[REDACTED] Preschool

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____