



Kenton County School District | It's about ALL kids.

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

3/18/19

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Contract Extension Agreements for Before and After School Programs with AlphaBEST Education for the 2019-2020 School Year along with the Summer Enrichment Programs Contract with AlphaBEST for the Summer of 2019.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

The Kenton County Board of Education originally awarded the Before and After School Programs at the May 7, 2018, Board Meeting. This Contract Extension Recommendation is to exercise the first of three (3) optional renewals. RC Hinsdale, JA Caywood, Beechgrove, Piner, Kenton, and Fort Wright Elementary Schools elected to accept the services offered by AlphaBEST as proposed through the Request for Proposal Process.

As a result of the original contract award, the Scope of Services of the Before and After School Programs Bid has been expanded through competitive negotiations to include Summer Enrichment Programs with AlphaBEST Education.

FISCAL/BUDGETARY IMPACT:

Due to the variability of services the Fiscal/Budgetary impact was unable to be calculated.

RECOMMENDATION:

Approve the Contract Extension Agreement for Before and After School Programs with AlphaBEST Education for the 2019-2020 School Year along with the Summer Enrichment Programs Contract with AlphaBEST for the Summer of 2019.


CONTACT PERSON:

David Lloyd and Rob Haney

Principal



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn

"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

Extension Addendum

THIS EXTENSION (hereinafter the "Extension") of the Agreement is entered into as of [date] between The Kenton County School District ("Schools") located at 1055 Eaton Drive, Fort Wright, KY 41017, and AlphaBEST Education, Inc. ("AlphaBEST"), a corporation organized under the laws of the State of North Carolina, with a usual place of business at 5980 Kinney Road, Lewisville, NC 27023.

WHEREAS, Schools and AlphaBEST have entered into a contract for the provision of Before and After School Child Care dated July 1, 2018 (the "Existing Agreement"), which is herein incorporated by reference. The term of said Existing Agreement commenced on July 1, 2018, and is set to expire on June 30, 2019, with options to extend the Existing Agreement.

WHEREAS, Schools and AlphaBEST have entered into a contract for the provision of summer programming services dated [date] (the "Summer Program Agreement"), which is herein incorporated by reference. The term of said Summer Program Agreement commenced on [date], and was set to expire on August 31, 2019, with options to extend the Summer Program Agreement.

WHEREAS, Schools has elected to extend the term of the Existing Agreement for the 2019-2020 school year through August 31, 2020.

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Schools and AlphaBEST agree that the term of the Existing Agreement and the Summer Program Agreement are hereby extended through August 31, 2020 (the "Extended Term"), unless earlier terminated in accordance with the provisions of the Existing Agreement and the Summer Program Agreement.
2. During the Extended Term, the fees for the Before and After School Child Care services provided by AlphaBEST shall be as specified in the Existing Agreement.
3. During the Extended Term, the fees for the summer programming services provided by AlphaBEST shall be as specified in the Summer Program Agreement.
4. AlphaBEST and Schools hereby agree that AlphaBEST shall provide on-site summer care services at specific dates to be determined in accordance to the terms and conditions of the Summer Program Agreement and the Extension at the following, but not limited to, locations:
 - a. Beechgrove – 10 weeks of summer programming
 - b. Hinsdale – 4 weeks of summer programming
 - c. River Ridge – 4 weeks of summer programming
5. Except as expressly modified hereby in the Extension, the Existing Agreement and the Summer Program Agreement shall remain in full force and effect, and the terms and

conditions thereof shall govern the services provided by AlphaBEST during the Extended Term. This Extension shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Kentucky. This Extension, together with the Existing Agreement and the Summer Program Agreement, represents the entire agreement of the parties with respect to its subject matter and may not be modified in any manner except by a written instrument signed by both parties.

IN WITNESS WHEREOF, Schools and AlphaBEST have executed this Extension this [date]. The Extension shall be effective on the Effective Date first above written.

THE KENTON COUNTY SCHOOL DISTRICT

ALPHABEST EDUCATION, INC.

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

**Agreement Between
The Kenton County School District
and
AlphaBEST Education, Inc.
for Summer Program Services**

This Agreement is entered into effective as of the ___ day of ____, 2019 by and between The Kenton County School District (hereafter referred to as "Schools") and AlphaBEST Education, Inc., a North Carolina corporation ("Contractor").

1. Duties and responsibilities of Contractor:

- i. Contractor will provide summer programming services for specific dates to be determined at the following locations:
 - a. Beechgrove – 10 weeks of summer programming
 - b. Hinsdale – 4 weeks of summer programming
 - c. River Ridge – 4 weeks of summer programming
- ii. Contractor will occupy the cafeteria/gym as the designated space during operation of the summer program described herein. Alternate space may be provided should the designated space be needed, provided that any alternate space satisfies applicable Kentucky state 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 provide on-site *summer* child care at Schools.
- v. Contractor will pay Schools a revenue share of 8% net tuition (net of discounts, refunds and card processing fees) to be calculated and paid on a monthly basis.

2. Duties and responsibilities of Schools:

- i. Schools will provide the Contractor with access to, and use of, the Schools facilities in a manner reasonably sufficient to permit Contractor to provide the licensed services described in this

Agreement. Schools shall maintain such facilities in a safe and usable condition.

- ii. Schools will provide reasonable assistance to Contractor to promote availability of the program described in this Agreement to parents of children attending Schools, and will allow distribution of Contractor's marketing and recruitment materials approved by Schools in accordance with Board Policy.
- iv. 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 Schools. Schools shall not provide internet access or service for the Contractor beyond what is currently installed and in existence at the Schools.
- v. Schools will permit Contractor's use of Schools' phones in designated areas for Contractor's business and state licensing requirements to the extent such telephones are provided and operational at the Schools. Schools shall not provide telephone access or service for the Contractor beyond what is currently installed and in existence at the Schools.

3. **Term:**

- i. This Agreement shall commence on [DATE], and conclude on August 31, 2019.
- ii. This agreement may be renewed thereafter by written agreement for up to two one-year renewal terms.

4. **Program Fees:**

Contractor will charge a \$170.00 fee per participating student 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 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 Schools shall not be responsible for payment of any program fees or additional fees.

6. **Termination:**

- i. Contractor shall have the right to terminate this Agreement with ninety (90) calendar days prior written notice to Schools in the event that (i) Schools 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. Schools 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 Schools shall give Contractor written notice and a period of ninety (90) calendar days to cure the material default described in the notice.
- ii. The parties hereto may terminate this Agreement by mutual written consent after thirty (30) calendar days written notice to the parents of the students participating in the Program.

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 Schools shall be solely responsible for ensuring that the Schools 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 Schools causing the Schools 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 Schools, 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 Schools shall be sent to:
Attn: Carrie Hooten, Support Operations Coordinator
1055 Eaton Drive
Fort Wright, Kentucky 41017
- ii. Notices to Contractor shall be sent to:
Attn: 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's 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 Schools by Contractor upon termination of this Agreement. Any of Contractor's property, including but not limited to books, records, and equipment, that is in Schools possession shall be maintained by Schools in good condition and repair, ordinary wear and tear excepted, and shall be returned to Contractor by Schools 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 12 enrolled in first through fifth grade enrolled at Schools, 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 Schools a certificate evidencing required insurance coverage, in a form reasonably satisfactory to Somerset. 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 Schools during the term of this Agreement and holds Schools 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 summer program at Schools.

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 SCHOOLS 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. Schools

reserve the right to refuse entry onto Schools premises of any agent, representative or employee of Contractor. In the event Schools prohibits entry onto Schools premises of any agent, representative or employee of Contractor, Schools shall notify the Contractor's agent and the reason for such refusal of access.

16. Annual Sex Offender Registry Check:

Contractor shall ensure all employees or contracted personnel in direct interaction or contact with Schools' students are not listed on the Kentucky or National Sex Offender Registries. Any person listed on such registries shall not be allowed to provide services in Schools 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 Commonwealth of Kentucky.

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

The Kenton County School District

By: _____

Attest: _____