

SCHOOL BOARD OF THE CITY OF RICHMOND
PROFESSIONAL / NONPROFESSIONAL SERVICES CONTRACT

THIS CONTRACT made and entered into this the 19th day of July, 2016 by and between the School Board of the City of Richmond, acting by and through its duly authorized representative (hereinafter referred to as the "School Board"), and Camelot Education – Virginia, LLC./Camelot Education, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the School Board desires to engage the services of the Contractor to provide an Alternative Education Program in accordance with specifications contained herein.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Contractor hereby agree that the Contractor shall provide services as an independent contractor in accordance with the terms and conditions of this Contract.

ARTICLE I - SCOPE OF SERVICES

1.1 The services furnished by the Contractor shall include, but are not necessarily limited to those outlined in RFP#16-6711-6, Exhibit I, and the proposal submitted by the Contractor, all attached hereto and by this reference made a part hereof.

ARTICLE II - COMMENCEMENT AND COMPLETION

2.1 This Contract shall commence on August 1, 2016, and terminate on July 31, 2017, unless terminated earlier or renewed in accordance with other provisions herein.

ARTICLE III - PAYMENT

3.1 As total compensation for the services to be rendered under this Contract, the School Board agrees to pay the Contractor the fee set forth in Exhibit II, attached hereto and by this reference made a part hereof.

3.2 Payments to the Contractor shall be made in accordance with the schedule set forth in Exhibit II.

3.3 The Contractor shall submit three (3) copies of an invoice which shall contain:

- a. Details and dates of services rendered;
- b. School Board's Purchase Order Number.

ARTICLE IV - ABANDONMENT AND TERMINATION

4.1 This Contract can be terminated by the School Board or the Contractor, upon delivery of written notice, one to the other, at least ninety (90) days prior to such proposed termination date. If Contractor is in violation of the provisions contained in Section 1.7 of RFP#16-6711-3 and the proper resolution has not occurred between the School Board and the Contractor, this Contract can be terminated by the School Board upon delivery of written notice, at least thirty (30) days prior to such proposed termination date.

4.2 Upon termination of this Contract by the Contractor, payment shall not be made for any portion of the work completed unless the School Board determines, in its sole discretion, that the termination is to its advantage, in which event payment through the date of termination shall be as set forth below.

4.3 Should the School Board abandon the services to be performed herein, or terminate this Contract, the School Board shall be liable only to the extent of satisfactory completion of the work by the Contractor through the time of abandonment and upon delivery of completed or

partially completed work to the School Board. The School Board shall have the full right to use such work in any manner which it may designate where it may determine in its sole discretion, and without claim on the part of the Contractor for any additional compensation.

ARTICLE V - ASSIGNMENTS

5.1 Neither the School Board nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of such other party.

ARTICLE VI - RESPONSIBILITIES OF THE CONTRACTOR

6.1 The Contractor shall comply with the provisions of all labor laws, the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances, and regulations which may be applicable to the performance of this Contract, and the Contractor shall obtain all necessary licenses and permits as required thereunder.

6.2 During the performance of this Contract, the Contractor, the Contractor's assignees and successors in interest, affirms and agrees to comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. The essence of this requirement is found in the United States Code annotated Title 42, Section 2000-E-2 which states in part:

"Unlawful employment practices - Employer practices

- a. It shall be an unlawful employment practice for an employer -
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin."

"By entering into this Contract the Contractor certifies compliance with the aforesaid terms to wit: Title VI and Title VII of the Civil Rights Act of 1964, as amended."

6.3 The Contractor shall not use as a reference (for commercial or advertising purposes) any indication of undertakings on behalf of the School Board without prior written consent.

6.4 The Contractor warrants that no person or company has been employed or retained, other than bona fide employees working solely for the Contractor, to solicit or secure this Contract, and that the Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the School Board shall have the right to annul or void this Contract without liability.

6.5 The Contractor shall certify that Contractor, Contractor's employees, and all other persons that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit IV and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

6.6 To the extent that Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools, Contractor shall reveal such relationships to

the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit V and submit the certification contemporaneously with this executed Contract.

6.7 The Contractor certifies that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.8 The School Board and authorized representatives shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. The Contractor shall maintain complete and accurate records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals hereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, within five (5) business days to the School Board, through its agents, representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business in Richmond, Virginia. In the event that no such location is available, then the books and records shall be made available for audit at a time and location in Richmond, Virginia, which is convenient for Richmond Public Schools. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which the School Board may have by its policies and local, state or federal statute, ordinance, resolution, regulation or agreement, whether those rights, powers or obligations are express or implied.

ARTICLE VII - RESPONSIBILITIES OF THE SCHOOL BOARD

7.1 Any data or material furnished by the School Board to the Contractor shall remain the property of the School Board; and when no longer needed for performance under this Contract, shall be returned promptly to the School Board.

7.2 The School Board shall be bound under this Contract only to the extent that there are funds available to perform its obligations hereunder.

7.3 The School Board shall be bound under this Contract only to the extent that there is a need for services to be provided. Such need for services is to be determined by the School Board and its agents. A ninety day notice will be provided if there is no longer a need for services to be provided.

ARTICLE VIII - SEVERABILITY

8.1 It is agreed that the illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of the Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

ARTICLE IX - TAXES

9.1 The School Board shall not be liable for the payment of any taxes levied by the local, state or federal government against the Contractor, and all such taxes shall be paid by the Contractor; provided, however, should the School Board nevertheless pay any such taxes, the Contractor shall reimburse the School Board therefor. Upon request, the Contractor shall provide the School Board with evidence of payment of such taxes.

ARTICLE X - INDEMNIFICATION

10.1 Indemnification

Pursuant to the terms and conditions of this Contract, the Contractor agrees to defend, save harmless and indemnify the School Board from and against any and all claims for damages against the School Board allegedly caused by the Contractor's errors, omissions, or negligent acts in the performance of services under this Contract.

10.2 Insurance

a. The Contractor shall furnish the School Board with a copy of its insurance certificate which provides protection under the Worker's Compensation Act and for employers' liability coverage. The insurance certificate will also indicate that a comprehensive general liability (CGL) policy with the CGL endorsement is in force. Also an appropriate professional liability policy will be indicated on the certificate. These insurance coverages should provide protection for the performance of services under this contract, as well as the obligations under Article XI.

b. In addition to the requirements as set forth in paragraph 10.1, which paragraph must be insured as set forth in paragraph 10.2(a.) hereinabove, the Contractor further agrees to defend, save harmless and indemnify the School Board from and against all claims for damages against the School Board allegedly caused, or efficiently contributed to, by the Contractor's intentional failure to perform properly pursuant to the terms and conditions of this Contract.

c. Such evidence of insurance must be approved by Counsel for the School Board and shall require at least thirty (30) days' prior notice to the School Board before cancellation.

ARTICLE XI - COMPLIANCE WITH LAWS

11.1 For the purpose of this Contract, it is understood and agreed that the laws, rules and regulations of the Commonwealth of Virginia shall govern.

ARTICLE XII - ADDITIONAL PROVISIONS

12.1 Additional provisions relating to Employment Discrimination by Contractor Prohibited, Drug-Free Workplace, Option to Renew, Certificate of Crime Against Children, and Certificate of Interest and Relationships with School Board and Richmond Public Schools Employees in Exhibits II, III, IV and V are attached to and made a part of this Contract.

ARTICLE XIII - NOTICES

13.1 All notices or other communications given or required to be given under this Contract shall be in writing, and shall be deemed to have been given when hand delivered; or if delivered by mail, such notice shall be sent by registered or certified mail, return receipt requested, first class, postage prepaid, and shall be deemed to have been delivered or received on the fifth (5th) day following the deposit of such in the United States mail.

All notices required hereunder shall be addressed as follows:

If to School Board:

Director of Purchasing
Richmond Public Schools
2395 Hermitage Road
Richmond, Virginia 23220

If to Contractor:

Camelot Education – Virginia, LLC./Camelot Education
7500 Rialto Blvd., Bldg. 1, Suite 260
Austin, TX 78735

ARTICLE XIV - MISCELLANEOUS PROVISIONS

14.1 This Contract represents the entire understanding between the parties and supersedes all previous negotiations, representations or agreement either written or oral. This Contract shall not be amended, altered or modified unless such amendment, modification or alteration is reduced to writing signed by both parties and attached hereto.

14.2 When used herein, the singular shall be held to include the plural, the male gender shall include the female gender and the neuter, and vice versa.

WHEREFORE, the parties have executed this Contract and made same effective as of the day and year first written above.

APPROVED:

Camelot – Virginia, LLC./Camelot Education
Contractor

By: Chris Friedrichs
Chris Friedrichs, CFO

Date 8/2/2016

Attest: Rebecca Marie Moyer
(Seal) (If a corporation)



SCHOOL BOARD OF THE CITY OF RICHMOND

By: [Signature]
Superintendent/Designee

Date 8/15/16

Approved as to form:

Harrell & Chambliss LLP
Counsel to School Board of the City of Richmond

Date 8/8/16

EXHIBIT I

SCOPE OF SERVICES

The Contractor shall provide an Alternative Education Program to the School Board of the City of Richmond for the period August 1, 2016 through July 31, 2017, unless otherwise terminated or extended in accordance with RFP#16-6711-3. The services to be furnished by the Contractor shall include, but are not necessarily limited to those stated in the RFP, Contractor's proposal and additional negotiated items as listed below:

- Contractor agrees that RPS will provide Maintenance, Janitorial, Lights, Heat, Water, Waste, Food and Transportation for the Alternative Education Program.
- Contractor agrees that RPS will provide Copier (Toner & Maintenance) and Phone systems.
- Contractor agrees that RPS will share the cost of Office Supplies (toner cartridges,) and Janitorial Materials and Supplies for the Alternative Education Program.
- Contractor is responsible for providing all costs related to Central Office Costs (staffing, recruiting, benefits management, personnel management, Senior Management, Purchasing, Billing, Accounts, Human Resources) to maintain daily operation of its company.
- Contractor is responsible for all Salaries, Benefits, Professional Development, Utilities related to Communication, Insurance, Educational & Assessment Software, Minor Equipment & Consumables, Education Supplies, Other Program Costs, Third Party Evaluations, Quality Monitoring, and Professional Fees.
- Contractor shall provide RPS with a Performance Bond equal to the Contract amount and for each year the contract is renewed.
- Contractor agrees that RPS will have a minimum of 150 students enrolled in the program for Fiscal Year (FY) 2016-17 and the annual total cost shall not exceed \$1,683,188.00. If the number of students does exceed 150 during FY 16-17 then the rate for 151-170 students will be \$1,200.00 per student. At any time during the renewal periods the number of students enrolled in the program increases to 200 then RPS' total annual cost for that FY shall not exceed \$2,222,405.00.
- Non-Solicitation.** School District and Camelot each agree that it shall not, during the Term or during the one (1) year period following the date of any expiration of the Term or sooner termination of this Agreement, employ or retain any person, directly or indirectly, who is employed or has been employed by the other Party during the Term, unless consented to in writing by such Party. The Parties agree that the provisions of this Section are vitally essential to the operation of School District and Camelot and their ability to operate their respective organizations; therefore, in addition to any other rights or remedies at law or otherwise available to School District or Camelot for the breach of a covenant contained in this Section, School District or Camelot, as the case may be, shall be entitled to injunctive relief.

EXHIBIT II

PAYMENT

For services provided as described in Exhibit I above, the School Board shall pay the Contractor a not to exceed fee of \$1,683,188.00 annually for FY 16-17, payable \$140,265.67 per month, in accordance with Article III-Section 3.3. If the number of students exceeds 150 during FY 16-17 then the rate for 151-170 students will be \$1,200.00 per student. At any time during the renewal periods the number of students enrolled in the program increases to 200 then RPS' total annual cost for that FY shall not exceed \$2,222,405.00. Additional related services will be paid as mutually agreed upon by both parties.

Additional Provisions

Pursuant to the requirements of Section 2.2-4354 of the Code of Virginia of 1950, as amended the Contractor shall include the following in any Contract with a subcontractor related to this Contract:

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the School Board for work performed by the subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under this Contract; or

b. Notify the School Board and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall provide its federal employer identification number to the School Board.

3. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the School Board for work performed by the subcontractor under this Contract, except for amount withheld as allowed in subdivision 1.b above.

4. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.

5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. The Contractor's obligations to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of the School Board.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a., b., and c. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. The Contractor shall not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

Richmond Public Schools does not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

EXHIBIT III

OPTION TO RENEW

It is further understood and agreed that the Contract may be extended by mutual consent sixty (60) days prior to the established expiration date. The School Board and the Contractor may, in writing, one to the other, mutually agree to extend such contract for additional one (1) year terms, not to exceed four (4) additional consecutive years.

EXHIBIT III

CERTIFICATE FOR CRIME AGAINST CHILDREN

Attached hereto.

EXHIBIT IV

CERTIFICATE OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES

Attached hereto

EXHIBIT III

**CERTIFICATION
OF
CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this contract requires Contractor Contractor's employees or other persons within Contractor's control to have direct contact with Richmond Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) _____

Camelot - Virginia, LLC./Camelot Education
Contractor

8/2/16
Date

By: 

Name: Chris Friedrichs

Title: CFO

EXHIBIT IV

**CERTIFICATION
OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC
SCHOOLS EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools ("RPS").

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools.

The following individuals currently maintain a financial relationship with Contractor:

RPS/School Board Employee's Name: _____

Position with RPS/School: _____

Nature of Relationship: _____

The following individuals currently maintain a familial relationship with Contractor:

RPS/School Board Employee's Name: _____

Position with RPS/School: _____

Nature of Relationship: _____

Camelot - Virginia, LLC./Camelot Education

Contractor

8/2/2016

Date

By: 

Name: Chris Friedrich

Title: CFO