



Wylie ISD After School Enrichment Program Agreement

This agreement is made and entered into by and between Wylie Independent School District, hereinafter "the District," and the signee hereinafter "Independent Contractor."

For and in consideration of the mutual covenants contained herein, the District and Independent Contractor agree as follows:

1. Independent Contractor. Independent Contractor is and shall at all times be deemed an Independent Contractor and shall be wholly responsible for how they perform the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and the Independent Contractor. Independent Contractor assumes exclusively the responsibility for their acts that relate to the services provided during the course and scope of their employment. Independent Contractor shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be a District employee.
2. In the event of conflicting provisions between the terms and requirements of the Contractor's Proposal for Program with attachments and the terms and conditions of this agreement, this agreement shall control. The relationship between the District and the Contractor is that of independent parties, and neither the Contractor nor any of its agents, servants, or employees shall be an employee of the District.
3. Duties and responsibilities of Contractor:
 - a. The contractor will be the provider of after-school classes at the locations identified in the Contractors Proposal for the Program.
 - b. The program shall include the features, operating hours, and costs described in the Contractors Proposal for Program.
 - c. The average weekly enrollment at each location identified on the Contractor's Proposal for Program must be equal to the minimum enrollment specified in the Contractors Proposal for Program, or the contractor will have the right to terminate the program as provided in item 6 below.
4. Duties and responsibilities of the District:
 - a. The District will provide the Contractor with access to and use the school facilities identified on the Contractor's Proposal for Program in a manner reasonably sufficient to permit the Contractor to provide the services presented.
 - b. The District shall maintain such facilities in a safe and usable condition.
5. Term:
 - a. The term of this agreement is for the current school year as stated on the District's Board-approved calendar.

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- b. This agreement may be renewed annually by a letter of contract executed by both parties hereto.
 - c. This agreement will not be for more than one school year at a time.
6. Compensation:
- a. The Contractor will charge a fee per participating child per week, payable at time or intervals set at the Contractor's discretion, as described in the Contractor's Proposal for Program.
 - b. The Contractor may charge additional fees to cover enhanced program offerings, costs of unique materials, field trips, late payment charges, NSF fees, and other needs.
 - c. The parents/guardians will be responsible for paying all fees the Contractor charges, and the District shall not be responsible for any costs.
7. Remuneration:
- a. The contractor has agreed to pay Wylie ISD Education Foundation per semester **\$10.00 per student enrolled** throughout the semester for the use of school facilities.
 - b. These fees will be awarded as scholarships to seniors graduating from Wylie ISD and to fund grants for Wylie ISD teachers.
8. Termination:
- a. Either party may terminate this agreement with or without cause upon sixty (60) days advance written notice to the other party.
9. Compliance with Laws:
- a. The Contractor agrees to use its 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.
10. Maintenance of Records:
- a. 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 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.
 - b. The records shall be maintained by generally accepted accounting principles.

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11. Maintenance of Property:

- a. Any District 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 expected, and shall be returned to District by Contractor upon the termination of the agreement.
- b. Any of Contractor's property, including but not limited to books, records, and equipment, that is in the District's possession shall be maintained by the District in good condition and repair, ordinary wear and tear expected, and shall be returned to the Contractor by the District upon the termination of the agreement.

12. Modification of Agreement:

- a. This agreement may be modified only by a written amendment executed by all parties and their signatories hereto.

13. Waiver:

- a. No waiver of any provision of this agreement shall affect the right of any party thereafter to enforce such a provision or to exercise any right or remedy available to it in event of any other default.

14. Employment:

- a. The Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. Insurance:

- a. During the term of this agreement, Contractor shall maintain comprehensive general liability insurance with limits of not less than one million dollars.
- b. A certificate of insurance, adding the District as an additional insured, must be presented to the coordinator of the after-school program.
- c. Evidence of said coverage shall be provided to the after-school program coordinator prior to the performance of this agreement.
- d. Throughout the term of this agreement, the Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.
- e. Contractor agrees to indemnify and hold harmless Wylie ISD from any claims brought against the Wylie ISD or against any officer or employee of the Wylie ISD due to the conduct of Contractor.

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16. Affidavit of Employee Criminal Background Check:

- a. During the term of this agreement, Contractor shall maintain records that attest to the fact that each employee who is hired by the Contractor to provide child care services in the facilities of the Wylie ISD will have a criminal background check.
- b. Evidence of said background checks shall be guaranteed to the Wylie ISD **prior** to commencement of the employment of the person by the Contractor named in this agreement.
- c. Throughout the terms of this agreement, the Contractor shall provide updated background checks upon the employment of new personnel.
- d. The criminal background check shall be national in scope.

17. Gratuities and Kickbacks:

- a. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal, therefore.
- b. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontractor or order.
- c. A breach of these provisions of the paragraph is, in addition to a breach of this agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under District contracts.

18. Assignment:

- a. The provisions of this agreement shall inure to the benefit of and shall be binding upon the respective successors and of the parties hereto, to the extent allowed by law.
- b. 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 to this agreement.

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19. Damages:

- a. The contractor shall be responsible to reimburse the WISD for any damages to district property caused by either the contractor or any student in the care of the program's employees.

20. Entire Agreement:

- a. This agreement, including the documents and schedules referenced and attached hereto, sets forth the entire agreement between the parties with respect to the subject matter herein and shall govern the respective duties and obligations of the parties.

21. Governing Law:

- a. 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 State of Texas. Any dispute arising under this Agreement shall be resolved in Collin County, Texas, or the federal court of the Eastern District of Texas – Sherman Division, as appropriate.