

Contract for Goods and Services

Original Request for Proposal (“RFP”) was issued by: Lighthouse Facilities Management, L.L.C.

RFP issued on behalf of: Jacksonville Lighthouse Charter School

RFP Title: Before and After Care Services 2009-2010

RFP Dated: June 18, 2009 RFP Closed: July 17, 2009

For good and sufficient consideration, the receipt of which is hereby acknowledged, all terms of the Before and After Care Services Request for Proposal 2009-2010 are hereby incorporated into this agreement. Any exceptions are stated below. Only the exceptions stated below are applicable.

A copy of the Request for Proposal is attached to this agreement.

Vendor Name and Address:	Bill to
Kid to Kid # 2 Child Development CTR, Inc. 501 South First, Jacksonville, AR 72076 Phone #: (501) 985-2232 Fax #: (501) 985-2233	Jacksonville Lighthouse Charter School 602 West Main Street Jacksonville, AR 72076

Services to be provided at and for:	Contact Persons:
Jacksonville Lighthouse Public Charter School TEMP FACILITY: Second Baptist Church 1117 North James St. Jacksonville, AR 72076 501-985-2502 251 North First Jacksonville, AR 72076 501-985-1200	Jacksonville Lighthouse Public Charter School Kelly Earhart – Business Manager Email: kearhart@lighthouse-academies.org (501) 985-1200 Jacksonville Lighthouse Public Charter School Nigena Livingston - Principal Email: nlivingston@lighthouse-academies.org (501) 985-1200 Lighthouse Facilities Management Mel Harper – Director of Procurement Email: mharper@lighthouse-academies.org (508) 626-0904 ext. 103

SCHOOL PUPIL BEFORE AND AFTER SCHOOL CARE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of August 2009, by and between the Jacksonville Lighthouse Charter School ("JLCS") with its principal office located at 602 West Main Street, Jacksonville, AR 72076 and with its school site located at (PROVIDE ADDRESS TO TEMP FACILITY) and Kid to Kid #2 Child Development Center, Inc, ("KTK") with its principal office located at 501 South First, Jacksonville, Arkansas 72076.

WITNESSETH

WHEREAS, JLCS has selected KTK to provide before and after school care services described herein to service JLCS; and

WHEREAS, KTK desires to provide such before and after school care services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

TERM

The term of this Agreement shall commence August 17, 2009 and shall continue through June 30, 2010. This agreement may be extended by mutual written agreement for two (2) additional one-year periods, subject to terms and conditions as set forth in this Agreement. The parties shall complete negotiations with respect to any additional one-year period not later than April 30 of the Contract Year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on August 1 during the term of this Agreement.

SCOPE OF SERVICES REQUIRED

KTK shall, during the term of this Agreement, supply equipment, supplies and personnel as are required to fulfill JLCS's needs for "Before and After School Care" as defined below as well as to conform to all State and Federal laws and/or other regulatory agency with jurisdiction over Child Care. KTK also agrees to maintain a proper license with the necessary agencies to provide service on-site at JLCS.

"Before and After School Care" shall mean the supervision and care of students at JLCS by KTK between the hours of 6:00 a.m. to 8:00 a.m. and 4:00 p.m. to 6:00 p.m. Such services shall be provided each and every day school is in session. Parents may opt to enroll their students in before and/or after school care on a full-time (4-5 days) or part-time basis (1-3 days). The student to child care provider ratio shall not exceed 20 students to 1 child care provider per room.

JLCS and KTK will consult on a regular basis concerning the Before and After School Care service requirements of JLCS. In the event of student participation increasing or decreasing, the number of personnel provided by KTK will be adjusted accordingly.

COMPENSATION AND BILLING

The financial management for before and after care services is the responsibility of the schools Business Manager. KTK agrees to invoice the school at the end of every month for before and after care services. Excess hours should be invoiced per occurrence and shall include all services provided on an itemized bill. These terms are subject to change as per the needs of JLCS. Service rates for before and after care serves will be billed at \$11.00 per day per child. Excess rate based on 30 minute intervals will be billed per occurrence at \$20.00 per child. Additional fees will be billed separately for Field Trips, \$10.00 per child to include transportation and admission and In-Service Days, (6:00am – 6:00pm) will be charged at \$17.00 per child per day.

RECORDS AND REPORTS

Vendor shall provide within thirty (30) days of any request, those reports and records which may be reasonably requested by JLCS pertaining to students or other information having to do with daily operations. All performance records shall be open to inspection by JLCS or its representative during regular business hours of KTK. In reviewing the records of KTK, JLCS shall protect the confidentiality of all proprietary or confidential information included in the data provided.

Vendor shall immediately notify the principal of JLCS or designated representative, by telephone and confirmed as soon as practicable in writing on a form to be mutually agreed upon by the parties, of the occurrence of any incident involving student(s). Written notification shall contain a full and complete statement of all relative facts. A form shall be mutually agreed upon by the parties for reporting such incidents. In no event shall such notification occur more than twenty-four (24) hours after any such occurrence.

INDEMNIFICATION

Vendor agrees to indemnify, hold harmless and defend JLCS, Lighthouse Academies, Inc., Lighthouse Academies of Arkansas, Inc., their governing boards, officers, employees and agents from and against any and every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, willful misconduct, default or omission of KTK in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of KTK, its agents or employees.

JLCS agrees to indemnify, hold harmless and defend KTK, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of JLCS in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence, omission or willful misconduct of JLCS, its agents or employees.

INSURANCE

KTK shall, at its sole expense, procure and keep in force during the entire term of this Agreement, liability insurance policy to the amount of at least \$1,000,000 on account of injury to or death of any one person, and subject to such limits as respects injury to or death of one person, of at least \$5,000,000, on account of any one accident resulting in injury to or death of more than one person. KTK must also provide Commercial General Liability, including coverage for Abuse &

Molestation, and which also provides indemnity, protection or security, and Workers Compensation. Lighthouse Academies, Inc., Lighthouse Academies or Arkansas, Inc., and Jacksonville Lighthouse Charter School are to be named as Additional Insured on the Commercial General Liability policies. In addition, KTK agrees to hold and maintain a \$3,000,000 Umbrella of General Liability policy. KTK also agrees to provide property damage insurance in the amount of \$100,000 for each occurrence. Should the vendor propose transportation services, then the vendor agrees to either provide automobile liability insurance in the amount of \$1,000,000 or ensure that such insurance is provided by the transportation provider.

Worker's Compensation insurance of not less than statutory limitations shall be carried by the Contractor on all employees working under the provisions of this contract.

FORCE MAJEURE

In the event KTK is unable to provide services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any condition or cause beyond KTK's control, JLCS shall excuse KTK from performance under this Agreement.

This contract hereby adopts the terms and conditions of the Request for Proposal for Before and After School Care ("RFP"), dated June 18, 2009. Where there is any conflict between the terms of the RFP and this Agreement, the terms of the RFP shall control.

INCLEMENT WEATHER / SCHOOL CLOSINGS / CHANGES INEGULARSCHOOLSCHEDULES

In the event of inclement weather or impassability of roads, whenever school is canceled, delayed, the school day is scheduled for other than regular start, or end times or school is dismissed early for any reason, JLCS shall notify KTK not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal.

Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, KTK and JLCS shall cooperate to facilitate orderly care of students in the most efficient manner possible in light of the circumstances presented.

OPERATIONS PERSONNEL/QUALIFICATIONS

KTK shall employ a sufficient number of qualified personnel to assure JLCS of continuous, reliable and safe care services.

KTK shall take reasonable steps to prevent its employees from exposing any student to impropriety of words or conduct. KTK shall not knowingly permit its personnel to smoke on the school premises nor to drink any beverage containing alcohol or be under the influence of drugs or alcohol while on JLCS premises or while supervising or caring for any JLCS student.

KTK shall file with the school's principal, the names, addresses, and telephone numbers of all before and after care service employees who will be assigned to provide services under this agreement before the opening of school each year. If a new employee is added after the school year begins, the same information shall be provided for this person.

KTK must obtain a criminal background check and check the sexual offender's registry prior to assigning any employee to JLCS.

KTK will provide each employee who provides before and after care services with an identification card which will be worn at all times while on school property. KTK shall ensure that all before and after care service employees are properly trained to meet all statutes, laws and regulations currently in effect and any that are enacted during the life of this contract.

Before and After School Care service employees shall not leave children unattended. In an emergency, the first concern shall be for the safety of the children.

Before and After School Care service employees shall not take disciplinary action against any child. Cases that warrant such action should be reported at once to the school principal. Nothing herein shall prevent a before and after care service employee from reprimanding a child for action that is reasonably likely to cause harm to the Before and After School Care service employee, other students or damage school and/or Before and After School Care property.

Before and After School Care service employees will not use physical discipline of any kind with any child. Any Before and After Care School service employee who violates this policy will be immediately terminated.

KTK shall give reasonable assurance that all Before and After School Care service employees are of excellent moral character and are the type of person who should work with children.

KTK shall employ a sufficient number of Before and After School Care service employees and support personnel to assure the school of continuous and reliable service.

KTK shall be responsible for hiring and discharging personnel employed by KTK to perform its obligations hereunder; provided, however, that JLCS shall have the right to require KTK to remove from service any employee who, in JLCS sole discretion, is deemed unsuitable for the performance of Before and After School Care services for JLCS; and provided, further, that JLCS shall make such request in writing and state the reasons therefore. Reasons may include failure to supervise students in a safe manner, in accordance with the laws of the state of Arkansas and the ordinances of Jacksonville, or a finding by JLCS that the personal habits and/or conduct of an employee are detrimental to the best interests of the Lighthouse or to the welfare and best interests of the students being supervised. Vendor shall provide JLCS with a list of initial employees at least 10 days prior to the first day of Before and After School Care services. KTK shall provide JLCS with the name of any replacement employee in advance and such notifications may be provided by electronic mail.

PUPIL DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any pupil from Before and After School Care services hereunder shall rest with JLCS. KTK's employees are responsible only for such discipline as is required to properly and safely operate the Before and After School Care. Each employee shall handle all disciplinary matters in strict accordance with JLCS policy. In no case will an employee eject a pupil from the Before or After School Care service program for misbehavior except in the event of an extreme emergency endangering the safety of other pupils and then only after immediate notice to Vendor's building and to the school principal. All discipline problems shall be reported in writing by the next school day. Further procedures and regulations for the administration of discipline shall be established cooperatively between JLCS and KTK.

Vandalism damage to KTK's equipment or facilities shall be the responsibility of KTK. JLCS shall give KTK reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by JLCS students or personnel. KTK may, with the written concurrence by JLCS, refuse to provide a pupil with Before or After School Care services until vandalism damages caused by such pupil are paid.

ASSIGNMENT

The services contemplated under this Agreement are deemed to be in the nature of personal services. KTK shall not assign this Agreement without prior consent of JLCS. The parties agree that assignment by KTK of any sums due and owing KTK under this Agreement shall not constitute an assignment of the Agreement.

TERMINATION

If either party shall violate any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice and the opportunity to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated. If Lighthouse determines such termination is necessary for the safety of any one or more students, Lighthouse may immediately terminate this Agreement upon written notice to KTK given the reason for such termination.

INDEPENDENT CONTRACTOR STATUS

In the interpretation of this Agreement and the relations between KTK and JLCS, KTK shall be construed as being an independent contractor employed to provide Before and After School Care services only. Neither KTK nor any of its employees shall be held or deemed in any way to be an agent, employee or official of JLCS. KTK shall be responsible for, and hold JLCS harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

NOTICES TO PARTIES

ATTACHMENT 7

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to JLCS shall be addressed to:

Nigena Livingston
Jacksonville Lighthouse Charter School
602 West Main Street
Jacksonville, AR 72076

Notices to KTK shall be addressed to:

Laqueta James
Kid to Kid #2 Child Development Center, Inc.
501 South First
Jacksonville, AR 72076

JLCS or KTK may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

COMPLIANCE WITH THE LAW

Notwithstanding any contrary provision in this Agreement, KTK shall comply with federal, state and local laws, rules and regulations in providing Before and After School Care services described herein.

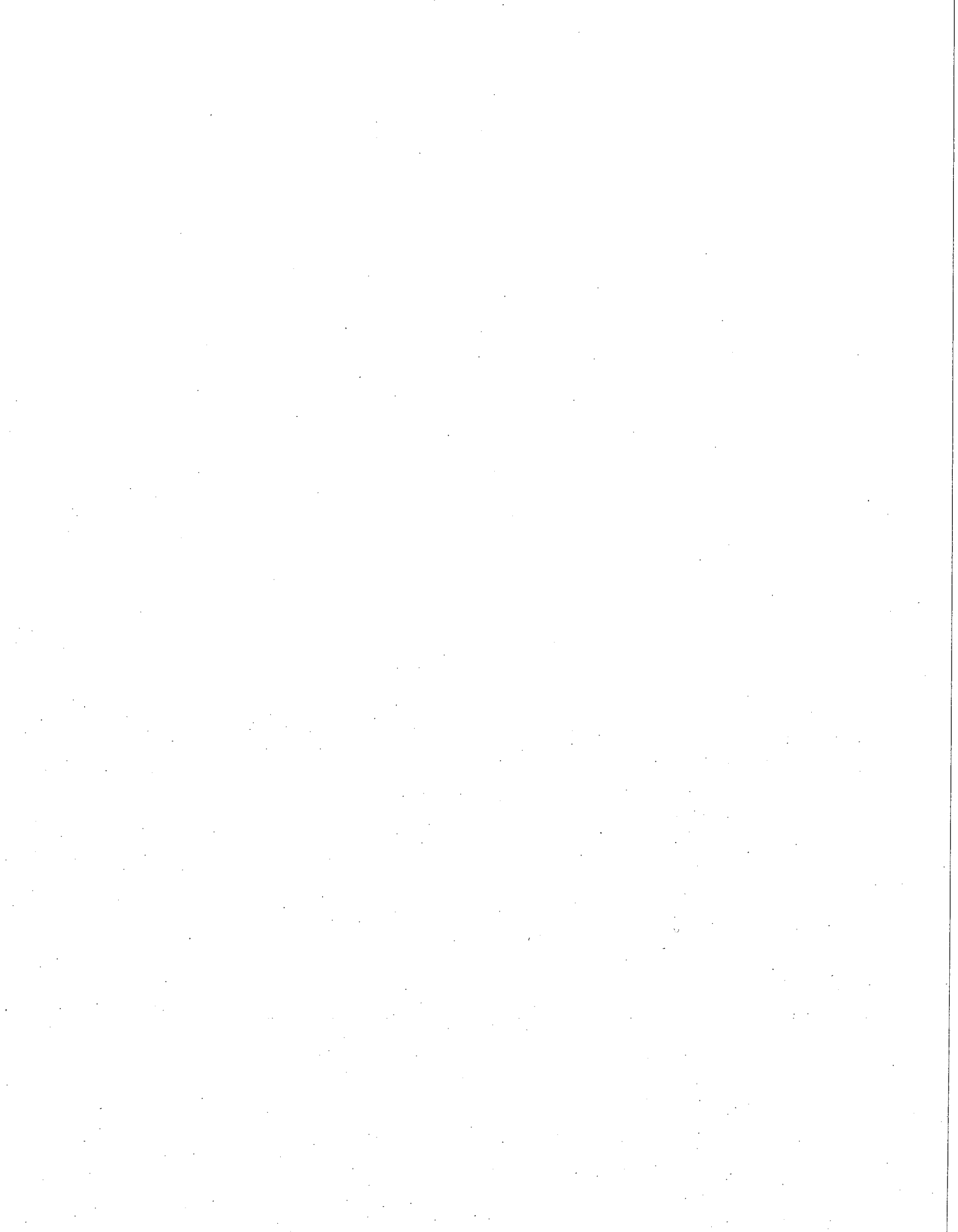
IN WITNESS WHEREOF, the parties hereto have executed the Agreement through their duly authorized representatives, in duplicate, the day and year first hereinabove written.

Kid to Kid # 2 Child Development Center, Inc

Jacksonville Lighthouse Charter School

By: Laqueta James
Title: _____
8-5-09
Date: _____

By: Kei Ungubant
Title: President
Date: 8-3-09



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