

**AGREEMENT
BETWEEN
THE DALLAS INDEPENDENT SCHOOL DISTRICT
AND
AFTER8TOEDUCATE**

This Agreement (the "Agreement") is entered into by and between **After8toEducate**, a Texas nonprofit corporation ("**After8**"), and the **Dallas Independent School District** ("District" or "DISD"), effective as of the ___ day of October, 2017 (the "Effective Date"). After8 and the District (together, the "Parties") desire to together utilize the facility known as Fannie C. Harris Elementary School, located at 4212 East Grand Ave., Dallas, Texas 75221 (the "Premises") for the purpose of providing shelter, 24/7 drop-in services support, educational support including but not limited to tutoring and after school programs, skills training, medical, social and other services to the students served by the District (the "After8 Services").

WHEREAS, the Parties desire to formalize their relationship in joint utilization of the Premises for the purpose of providing the After8 Services;

WHEREAS, the Section 45.105 of the Texas Education Code permits local school funds from district taxes, tuition fees of students not entitled to a free education, other local sources, and state funds not designated for a specific purpose to be used for other purposes necessary in the conduct of the public schools determined by the Board of Trustees; further, the District Board of Trustees finds that pursuant to Section 45.105 of the Texas Education Code, this Agreement is for the purposes necessary in the conduct of the District.

WHEREAS, the use of the Premises shall serve a legitimate public purpose, and the District shall receive the return benefit of the After8 Services provided on the Premises;

WHEREAS, the District shall maintain sufficient control to ensure the proper public purpose is served, all as outlined herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the District and After8 hereby agree as follows:

1. **Public Purposes.** The District's Board of Trustees has identified the following legitimate public educational interests and purposes for the District's support of the Premises:
 - A. Because of the need to provide services to the District's homeless students and restrictions inherent to the public school system, the District must seek alternative service sources in order to provide such services.
 - B. Strong community support to assist the District in maximizing alternative sources requires reciprocal commitment and support from the District.
 - C. Community involvement in providing services to those in need to ultimately improve educational opportunities and programs achieves a concurrent psychological and philosophical investment in the District.
 - D. After8 is a nonprofit corporation organized to address the lack of shelters, support and social services for homeless youth. After8 invests time and resources to provide services to homeless students that benefit the District and its students.
 - E. Community involvement in providing services for homeless students is enhanced by District support of After8 through After8's use of the Premises. The community realizes a convenience in having the District allow After8's use of the Premises.
 - F. Services provided by After8 will be provided for the betterment of the District, its students, as well as the community at large. Individuals housed in the thirty-five (35) bed shelter will be currently enrolled Dallas ISD students.
 - G. The District has realized benefits from its assistance to After8.

2. **Term.** The term of this Agreement (the “Term”) shall commence on the date on which the Premises has reached a point in the renovation (as set forth in Section 4 below), as determined by the District and After8 (each acting in their reasonable discretion), in which After8 may occupy the Premises for purposes of providing the After8 Services (the “Commencement Date”). Upon request of either Party, the District and After8 shall enter into a supplement to this Agreement confirming the Commencement Date. The Term shall terminate on the seventh (7th) anniversary of the Commencement Date. The Term shall be extended for two (2) additional terms of up to five (5) years each, unless the District has given After8 written notice of the District’s intention not to renew not later than thirty (30) days prior to the expiration of the then current Term. In the event the District elects not to extend the Agreement, After8 shall be permitted up to one-hundred twenty (120) days to vacate the Premises; provided, however, the rights and obligations of the Parties contained herein shall continue during such transition period. Notwithstanding the foregoing, After8 may terminate this Agreement at any time during the initial Term or any extension without further action other than providing three (3) months’ written notice to the District. At that time, After8 will have one-hundred twenty (120) days to vacate the Premises.

After8 will report annually to the District about aggregated student data from the After8 program to include but not limited to number of students housed, served by drop-in center and receiving social services. After8 will work with the District to assess mutually agreed metrics (e.g., academic data, attendance data, and drop-out data) associated with the student population served. In addition, After8 will engage a third party evaluator to assess program services on an on-going basis and such reporting will be provided to the District. The District shall review all data and evaluations at the end of the initial seven-year term and prior to agreeing to exercise each five-year option in order to make an informed decision.

3. **Loss of Funding and Commitment of Current Revenue.** The District shall have the continuing right to reduce or terminate the provision of services related to Operational Costs pursuant to Section 10 of this Agreement as a result of fiscal constraints at the end of each fiscal year during the term of the Agreement with regard to any services to be performed after the end of such fiscal year, without District incurring any liability to After8 as result of such reduction or termination. If the District invokes the right pursuant to this Section 3 due to lack of funding, After8 retains the right to reduce the services provided by the District or to pay for the costs the District cannot undertake in order for the District’s performance of services under Section 10 of this Agreement to continue. The District agrees to provide After8 with as much notice as practicable prior to invoking the terms of this Section 3.

4. **Renovation of Premises.** After8 shall undertake the renovation of the Premises for purposes of providing the After8 Services at its sole cost and expense, pursuant to plans and specifications approved by the District, which shall not be unreasonably withheld, conditioned or delayed. After8 shall have sole control over all aspects of the renovation of the Premises. All renovation, construction and improvements to the Premises undertaken by or on behalf of After8 shall be done in a good and workmanlike manner, in compliance with all applicable laws and building codes, and using good quality materials. After8 agrees to comply with the District’s criminal background check requirements pursuant to Texas law and Board policy applicable to all volunteers and/or contractors. After8 shall be solely responsible for obtaining a certificate of occupancy as a condition to operating the Premises in connection with the intended use contemplated by this Agreement. After8 shall keep the District’s designated representative reasonably informed as to the status of the renovations to the Premises, and such representative (or his or her designees) may inspect such construction and renovation from time to time upon reasonable advance notice to After8. Ownership of the Premises and all improvements made to the Premises by After8 (other than After8’s personal property, equipment, and removable fixtures, which shall be removed by After8 within sixty (60) days after the date in which After8 vacates the Premises pursuant to Section 2 hereof or be deemed forfeited by After8) shall at all times during the initial Term, all extensions thereof, and after the expiration thereof, remain fully vested with the District.

5. **Service Providers.** The Parties understand that After8 shall contract with various service providers (“After8 Providers”) for the purposes of providing the After8 Services. After8 shall be responsible for all costs associated with After8 Providers. While After8 is not obligated to obtain the written consent of the District prior to contracting with After8 Providers, After8 shall provide notice to the District of new After8 Providers, including any change to the agreed upon After8 Provider (Promise House). Notwithstanding the foregoing, the District shall have the right to disallow or veto an After8 Provider from occupying or providing services at the Premises if such After8 Provider violates State law or District Board Policy, located at <http://pol.tasb.org/Home/Index/361> (the “Board Policy”). After8 agrees to comply with the District’s criminal background check requirements pursuant to Texas law and Board policy applicable to all After8 Providers and their volunteers and/or contractors.

6. **Compliance.** After8 and After8 Providers shall comply with any and all federal, state and local laws, and the Board Policy affecting the services contemplated by this Agreement. Such laws may include, but are not limited to, the following: (a) Family Educational Rights and Privacy Act (FERPA); (b) Protection of Pupil Rights Amendment (PPRA); (c) Texas Public Information Act (TPIA); and/or (d) Health Insurance Portability and Accountability Act of 1996 (HIPPA).

After8 and After8 Providers shall comply with Board Policy GKG regarding criminal history record review and Board Policy regarding identification badging and entry access. This notice shall include a general description of the conduct resulting in the conviction of a felony. Sexual harassment is strictly forbidden in connection with the occupancy of the Premises by After8 and the services to be provided as contemplated by this Agreement. In accordance with District policy, the District, After8, or After8 Providers shall remove any employee or agent of the District, After8 or an After8 Provider engaging in such behavior. The District, After8 and After8 Providers shall comply with the District's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance by the District's, After8's and After8 Providers' employees and agents and all other persons carrying out the services contemplated by this Agreement. The District, After8 and After8 Providers shall refrain from engaging in any inappropriate interactions of any nature whatsoever with either Party's students, teachers and employees that would otherwise contribute to a hostile or offensive environment for Party's students, staff or visitors. The District, After8 and After8 Providers, and all of their respective employees, agents, licensees and visitors shall comply with the provisions of this Section 6. After8 shall ultimately be responsible for ensuring such compliance from After8 Providers, and the District shall ultimately be responsible for ensuring such compliance from the District's staff and employees and those under the control or invitation of the District. The District's or After8's violation of this Section 6 may constitute a substantial failure under this Agreement and may be grounds for termination by either Party, with 30 day's prior written notice to the other Party, unless such matter is remedied to the reasonable satisfaction of the terminating Party within such 30-day notice period.

7. **Insurance.** After8 shall carry insurance in such form, with such companies and in such amounts, unless otherwise specified, as the District may reasonably require, the initial requirements of which are set forth on Exhibit A, attached hereto and incorporated herein for all purposes. All insurance must carry a waiver of subrogation, and the District shall be named as an Additional Insured. All After8 Providers shall carry the same form and amounts of insurance as set forth in Exhibit A if the After8 Provider contract is valued at more than \$25,000, unless otherwise required by the District's Risk Management Department. To the extent that an After8 Provider carries insurance in any form, then the District shall be named as an Additional Insured. To the extent that an After8 Provider fails to carry insurance in the form set forth on Exhibit A, then After8 shall be solely liable to the District for any claims arising out of any acts or omissions of such After8 Provider during the Term and any extensions thereof. The insurance policies required in this Agreement shall be kept in force for the full Term (including any extensions).

8. **Grant of Access; License.** For the term of this Agreement and any extensions thereof, the District will grant After8 a license to occupy and use the Premises pursuant to this Agreement's terms. The Premises shall be open 24/7, and After8 and the After8 Providers will require access to the Premises at all times.

9. **Maintenance of the Premises.** The District shall continue to maintain and repair the Premises in the same customary manner as it maintains other District facilities, including, without limitation, the HVAC units, during the periods and hours as such services are normally furnished to other District facilities, and it shall be responsible for costs associated with the operation of a District facility (except as provided below in Section 10). The District shall ensure that all requested repairs and maintenance are performed on a reasonably prompt basis after request, and otherwise on an as-needed basis based on routine inspections made by District personnel.

10. **Operational Costs.** The use of the Premises shall serve a legitimate public purpose, the District shall receive the return benefit of the services provided on the Premises, and the District shall maintain sufficient control to ensure the proper public purpose is served, as outlined herein. During the initial Term of this Agreement and any extensions thereof, the District shall pay for the following "Operational Costs" in connection with After8's occupancy and use of the Premises in connection with providing the services contemplated hereunder: all utilities, waste collection, custodial services, custodial supplies, and student food services (as set forth in *infra* in this section). After8 will be responsible for IT services. The parties will request that the City of Dallas provide security as needed on the days during which school is in session during the regular school year. In the event the City of Dallas does not agree to provide security, the District will provide security or patrols as needed on the days during which school is in session during the regular school year. In addition, both parties agree to use their best efforts to engage the City of Dallas and Dallas County to partner with this project for funding and services for the students. After8 shall be responsible for security at all other times including the summer. While school is in session, students will receive breakfast and lunch at their school, and the District will provide supper at the Premises. When school is not in session, the District will provide breakfast, lunch and supper at the Premises during week days when the District may be reimbursed which includes the regular school year and during summer meal program times. After8 or a Service Provider will provide all other meals required.

11. **Transportation Services.** Pursuant to federal law, the District shall provide transportation services for students enrolled at District schools who reside at the Premises.

12. **Option to Develop on Remaining Land.** During the initial Term or any extensions thereof, the District shall reasonably consider After8's request to expand the existing building on the Premises, or to construct a new building or buildings on the District's land upon which the Premises are located. Such expansion or new construction shall be undertaken at After8's expense pursuant to the provisions set forth in **Section 4** above. The Parties acknowledge that any such expansion or new construction shall be memorialized in writing and approved by the District's Board of Trustees as well as After8's governing body.

13. **Taxes; Zoning.** The District, as a governmental entity, does not pay personal or property taxes in connection with the Premises. After8 shall be responsible for paying any taxes (to the extent not exempted from same) with respect to its use of the Premises. The District shall use its reasonable efforts to cooperate with After8 to achieve exemption from any personal or property taxes in connection with the Premises. After8 and the District shall seek the appropriate specific use permit with the City of Dallas to allow the use of the Premises as contemplated by this Agreement.

14. **Casualty and Condemnation.** After8 shall give immediate written notice to the District of any damage caused to the Premises by fire or other casualty. In the event all or any portion of the Premises is damaged by fire or other casualty, either Party may elect to either terminate this Agreement or to proceed to rebuild and repair the Premises to substantially the condition in which it existed prior to such casualty. In no event shall either Party be required to expend any funds in excess of insurance proceeds actually received relating to such casualty. If any portion of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, either Party may terminate this Agreement, effective on the date physical possession is taken by the condemning authority.

15. **Signs.** With the consent of the District, which shall not be unreasonably withheld, conditioned or delayed, After8 shall have the right to place on the Premises, at locations selected by After8, any signs advertising After8 and/or its affiliated programs, as permitted by applicable zoning ordinances and any private restrictions. The District will cooperate with After8, at no expense to the District, in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for After8 to place or construct the foregoing signs. After8 shall repair all damage to the Premises resulting from the removal of signs installed by After8.

16. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AFTER8 SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES (COLLECTIVELY, "**THE INDEMNIFIED PARTIES**") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF AFTER8, ANY AFTER8 PROVIDER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER, EXCEPT TO THE EXTENT OF ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE DISTRICT, ITS EMPLOYEES, CONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER. IN THE EVENT OF FAILURE BY AFTER8 TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING AFTER8 OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY AFTER8 TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY AFTER8, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. EXCEPT AS RESTRICTED BY APPLICABLE LAW, THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DISTRICT SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS AFTER8, AFTER8 PROVIDERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, SUCCESSORS AND ASSIGNEES (COLLECTIVELY, "**THE AFTER8 INDEMNIFIED PARTIES**") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR

RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE DISTRICT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER, EXCEPT TO THE EXTENT OF ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF AFTER8, ITS EMPLOYEES, CONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER. IN THE EVENT OF FAILURE BY THE DISTRICT TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE AFTER8 INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING THE DISTRICT OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE AFTER8 INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY THE DISTRICT TO THE AFTER8 INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY AFTER8 INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY THE DISTRICT, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. EXCEPT AS RESTRICTED BY APPLICABLE LAW, THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of these indemnification obligations, such legal limitations are made part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the indemnification obligations shall continue in full force and effect.

Neither the execution of this Agreement by the District nor any other conduct of any representative of the District relating to the Agreement shall be considered a waiver of governmental immunities available to the District.

17. **Miscellaneous.**

(a) **Assignment.** After8 will not sell, assign, transfer or convey any interest in this Agreement in whole or in part without the prior written consent of the District. No assignment, transfer or conveyance under this Agreement will be effective without the prior written consent of the District.

(b) **Entire Agreement, Modifications.** This Agreement supersedes all prior agreements, written or oral, between After8 and the District and shall constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a written amendment signed by the District and After8.

(c) **Governing Law and Venue.** This Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the Parties hereto agree that venue shall be in Dallas County, Texas.

(d) **Waivers.** No delay or omission by either of the Parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

(e) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.

(f) **Appointment.** The District shall designate in writing a representative to act partially or wholly for the District in connection with the performance of the District's obligations hereunder. The District Superintendent shall designate this representative. After8 shall act only upon instructions from such representative unless otherwise specifically notified in writing to the contrary.

(g) **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

(h) **Nondiscriminatory Employment.** Neither the District nor After8 will discriminate against any employee or applicant for employment of After8 or of the District because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. The District and After8 will take action to ensure that all persons are

employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action will include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities. The District and After8 shall follow all applicable law by which the District is bound, as well as the Board Policy.

(i) After8 Provider Contracts. After8 shall contract with each of its service providers, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement, except as expressly stated otherwise herein.

(j) No Waiver of Immunities. The District does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in this Agreement or any action required of the District by this Agreement shall be interpreted to be such a waiver. Neither the execution of this Agreement by the District nor any other conduct of any representative of the District relating to the Agreement shall be considered a waiver of governmental immunities available to the District. Neither the execution of this Agreement by After8 nor any other conduct of any representative of After8 or an After8 Provider shall be considered a waiver of immunities or rights available under law to After8 or After8 Provider. **NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.**

(k) Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served (i) when delivered by hand delivery, (ii) the next business day following deposit with a reputable courier service for overnight delivery, or (iii) five (5) business days following deposit in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to District: Board President
Dallas Independent School District
9400 North Central Expressway
Dallas, Texas 7523104

With Copies to: Chief of Staff
Dallas Independent School District
9400 North Central Expressway
Dallas, Texas 7523104

Office of Legal Services
Dallas Independent School District
9400 North Central Expressway
Dallas, Texas 7523104

If to After8: Hillary Evans
After8toEducate
12900 Preston Road, Suite 1220
Dallas TX 75230

With Copies to: Jonathan S. Blum
(which shall not constitute notice) Polsinelli PC
2950 N. Harwood, Suite 2100
Dallas, Texas 75201

and

Jorge Baldor
1999 McKinney Avenue, Unit 1804
Dallas, Texas 75201

or to such other person or address as may be given in writing by either Party to the other in accordance with the aforesaid.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement as of the Effective Date first set forth above.

AFTER8TOEDUCATE,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

DALLAS INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Approved as to Form: for Dallas ISD ONLY
[Signature] 10/25/17
Signature Date

EXHIBIT A

INSURANCE REQUIREMENTS

Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate

Commercial Automobile Liability Insurance with below limits:

1. Bodily injury - \$250,000 per person, \$500,000 per accident
2. Property damage - \$250,000

Workers' Compensation: Statutory Limits

Employers' Liability: \$500,000 each accident/ \$500,000 each employee/ \$500,000 policy limit

Umbrella Liability: \$1,000,000 per occurrence/ \$1,000,000 aggregate

Professional Liability: \$1,000,000 per occurrence/ \$1,000,000 aggregate (Only required if vendor or company needs a professional license to provide service). Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Workers' Compensation Insurance must be endorsed to include a waiver of subrogation in favor of Dallas Independent School District.

Commercial General Liability Insurance and Commercial Automobile Liability Insurance must be endorsed to name Dallas Independent School District, its Officials, Agents and Employees as an additional insured.

Commercial General Liability Insurance and Commercial Automobile Liability must be primary and non-contributory to any other insurance available to Dallas ISD.

If vendor or company does not have any company owned vehicles, they must carry hired and non-owned auto liability coverage.

Such insurance shall be issued by an insurance company with an AM Best rating of A- or better.