

La Vernia Independent School District
After School Contract
2026-2027

This After School Care Use Agreement (the "Agreement") is made and entered into as of the August 3, 2026 by and between La Vernia Independent School District (the "District") and the YMCA of Greater San Antonio ("Lessee"), a non-profit organization.

1. Premises. The premises, which are the subject of this Agreement, are as follows:

(a) The premises are described as follows (the "Premises"): Cafeteria, playground areas, court yard area, storage space, office space with telephone access at La Vernia Primary School (the "school"), together with such other areas as may be designated in writing by the Principal of the School. Only the specific areas expressly described above are to be used by the Lessee, and the Lessee shall not use for any reason whatsoever any other portions of the School property.

(b) The District hereby agrees to rent the Premises to Lessee, and the Lessee hereby rents the Premises from the District, on the terms and conditions contained in this Agreement.

(c) The District is renting the Premises to Lessee, and Lessee accepts the premises, "as is," "where is," and "with all faults." Lessee has inspected the Premises and deems the same to be in satisfactory condition. The District shall assume responsibility to alter or repair the Premises, or any part thereof, at any time during the term of this Agreement in order to meet TDFPS licensing standards. If Lessee reasonably determines that the Premises are untenable for any reason during the term hereof, Lessee's sole remedy shall be to terminate this Agreement, as more fully described below.

2. Term. Lessee shall be entitled to use the Premises, in accordance with the terms and provisions of this Agreement, (i) from 3:00 P.M. through 6:30 P.M. on regular school days only from August 3, 2026 through May 26, 2027 (the "Term").

3. Use. The sole purpose for which the Premises may be used is for the provision of childcare for Students enrolled in the District and District employees' children. Lessee is strictly prohibited from using the Premises, or any part thereof, for any purpose other than providing childcare for students enrolled in the District and the District employees' children.

4. Charges

Administrative expenses utility charges, custodial expenses, and other costs and expenses, are incurred by the District in connection with this Agreement.

(a) Children served in the After School Care Program will be charged a weekly fee.

5. Insurance Requirements.

(a) Lessee shall bear all risk of loss and damage to the Premises arising out of Lessee's use of the Premises. In addition, Lessee shall bear all risk of loss or damage for the death of and any injury (including sexual misconduct and abuse) to any person related to the use of the Premises.

(b) To insure against such loss, damage, death and injury, Lessee shall carry and maintain the following insurance during the entire term of this Lease: (i) commercial general liability insurance in an amount not less than \$300,000.00 per occurrence, and (ii) an umbrella liability policy in an amount not less than \$1,000,000.00 and (iii) if and to the extent required by law, workman's

compensation or similar insurance information and amounts required by law.

(c) Lessee shall provide the district with Certificates of Insurance (and, if necessary, copies of pertinent insurance policies) evidencing the foregoing insurance prior to the commencement of the term of this Agreement and, if and when reasonably requested by the District, from time to time thereafter.

(d) All insurance which this Agreement requires Lessee to carry and maintain shall be in such form and with such carriers as the District shall reasonably require or approve. The policy and certificate issued by the carrier for the general liability insurance (i) shall name the District as additional insured; (ii) shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt by the District of written notice thereof; (iii) shall provide that the insurer shall have no right of subrogation against the District; (iv) shall specifically cover claims and liability for sexual misconduct and abuse; and (v) be reasonably satisfactory to the District in all other respects. The Lessee agrees to defend, indemnify and hold the District and its affiliates and their respective directors, officers, members, employees or agents harmless against any claim, loss or damage, including those arising out of or relating to bodily or personal injury or death or damage to real or tangible personal property, resulting from any act or omission by or on behalf of the Lessee in the performance of this Agreement.

(e) The District agrees to maintain adequate fire and extended coverage insurance on the building in which the Premises are located. YMCA agrees to maintain adequate fire and extended coverage insurance on its property and equipment kept on the Premises. The District and YMCA release each other from any claims, by subrogation or otherwise, for any damage to the Premises, the building in which the Premises are located, personal property within such building, or any other facilities which are part of the School site, by reason of fire or the elements, regardless of cause, including negligence of the District or YMCA. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage. The District and YMCA will notify the issuing insurance companies of this release and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

6. Required Personnel.

(a) The student to staff ratio will be 15:1 students to adults. In addition, at all times that the after school child care program is in session, Lessee must have at least one "supervisor" on the Premises actively supervising children enrolled in the program for each fifteen children on the Premises. Each "supervisor" must be eighteen years old or older.

(b) Lessee shall comply with its policies and procedures for the employment of persons in its child care programs, which policies and procedures comply with the requirements of applicable child care laws and regulations, including criminal history/central registry checks and reference checks with at least two references.

(c) Prior to employment with the childcare program, Lessee will verify that a criminal history record check on the applicant has been completed and shall not employ any person who has been convicted of a felony or a misdemeanor involving moral turpitude. Background checks will be completed by the Lessee and with Child Care Licensing. All staff will be fingerprinted. Lessee will have final approval for all applicants to be hired as Lessee's employees.

(d) Lessee shall supervise and be responsible for all employees providing services under this agreement, including persons who are otherwise District employees, and shall provide coverage for all Lessee's employees under the insurance of Lessee described in section 5.

7. Miscellaneous Responsibilities of Lessee.

(a) Lessee's operating hours will be structured so that the children enrolled in the after school child care program are picked up by no later than 6:30 P.M., or as otherwise agreed in writing between Lessee and the Principal. After all the children have left for the day, Lessee shall return the Premises to the same condition the Premises were found at the time the program commenced on that day, with all articles used by the Lessee or the children placed into their designated locations.

(b) Lessee shall make no alterations or changes whatsoever to the Premises.

(c) Lessee's use of the Premises shall not interfere with school activities, and subject to applicable child care laws and regulations (which may not permit unauthorized persons in licensed areas during operating hours), Lessee shall accommodate the District's joint use of the Premises when reasonably requested to do so by the District.

(d) Lessee shall bring no advertising materials onto the Premises, and shall make no sales on the Premises; provided, however, with the prior consent of the Principal in each instance (i) Lessee may bring materials onto the Premises advertising its non-profit activities, including its after school child care or sports programs; and (ii) Lessee may make concessions and other sales on the Premises.

(e) Lessee shall prohibit Lessee's employees or contractors from bringing any liquor or any other intoxicants onto the Premises.

(f) Except as directed by the Principal of the School, Lessee shall not take possession of any keys to any portion of the Premises, and shall not use the Premises, or any part thereof, except at the specific times designated above, or such other times agreed upon in writing by Lessee and the Principal.

(g) Lessee shall follow all rules and regulations relating to the Premises, which are from time to time communicated to Lessee by the District or the Principal.

(h) YMCA will provide a snack for its participants under the USDA Food Program.

8. Compliance with All Laws.

(a) Lessee shall comply with all applicable laws, regulations, and ordinances in connection with its use of the Premises, including, but not limited to, the Worker's Compensation Act, the Fair Labor Standards Act, the Civil Rights Act, and the Americans With Disabilities Act, except to the extent the Americans with Disabilities Act requires improvements to the Premises or other capital Expenditures.

(b) Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall otherwise comply with all applicable requirements set out in Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part

9. No Assignment or Subletting. Lessee shall not assign any interest in this Agreement or sublet all or any portion of the Premises without first receiving the prior written consent of the District executed by the District's Superintendent or the Superintendent's designee.

10. Access by District. Subject to applicable child care laws and regulations (which may not permit unauthorized persons in licensed areas during operating hours), the District shall have access to the Premises for any reasonable purpose at all times during the term of this Agreement.

11. Failure to Insist on Compliance. The failure of the District to insist, in any one or more instances, upon the strict performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the District's right to the future performance of any such terms, covenants, or conditions, and all of Lessee's obligations in respect of such future performance shall continue in full force and effect.

12. Indemnification.

(a) Lessee agrees to indemnify and hold harmless the District, its Board of Trustees, employees, and agents (the "Indemnitees") hold harmless from and against any and all claims, liabilities, damages, causes of action, losses, and expenses (including reasonable attorneys' fees) arising out of, or related in any way to, this Agreement or Lessee's use of the Premises or the provision of after school child care services by Lessee, including claims, liabilities, damages, causes of action, losses, and expenses which are caused in whole or in part by the negligence of the District. Lessee hereby releases the Indemnitees from any and all claims, liabilities, damages, causes of action, losses, and expenses that the Lessee now has, or that may hereafter arise, which are related in any way to this Agreement or the Lessee's use of the Premises or the provision of after school child care by Lessee, including claims, liabilities, damages, causes of action, losses, and expenses which are caused in whole or in part by the condition of the Premises or any of the District's equipment or other property of any nature, used in connection with this Agreement.

(b) Notwithstanding the foregoing, however, YMCA does not release or agree to indemnify and hold harmless the Indemnitees for claims, liabilities, damages, causes of action, losses, and expenses, including reasonable attorneys' fees, to the extent the same are caused by the condition of the District's property failing to comply with the standards of applicable child care laws and regulations, provided that YMCA has given the District written notice, setting out in reasonable detail the specifics of such condition and non-compliance, at least ten (10) days prior to the event which would otherwise have given the District a claim for indemnification hereunder.

13. Termination.

13.1 If default shall be made in any of the covenants or agreements made by YMCA SA in this Agreement, District may, at its option, terminate this Agreement, if YMCA SA fails to cure such default within fifteen (15) days after receiving written notice from District of such default; provided, however, within five (5) days after receipt of such notice, YMCA SA shall cease operations on the Premises and shall not recommence such operations unless and until YMCA SA's default is cured. Any waiver by District of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect District's ability to enforce any provision of this Agreement. The remedy set forth in this Section shall be in addition to, and not in limitation of, any other remedies that District may have at law or in equity.

13.2 Either party may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other. In the event of any breach of this Agreement by YMCA SA, LVISD may give written notice to YMCA SA to such effect, which notice shall describe such breach in reasonable detail and, if YMCA SA shall fail to cure such breach within twenty (20) days after receipt of such notice, the District may thereupon terminate this Agreement effective with providing the written notice of termination.

13.3 In the event of termination under any provision of this Article, the YMCA SA agrees to cooperate with the district in providing a smooth transition and closing of the Program.

13.4 Within thirty days following the end of the Term or earlier termination in accordance with the terms of this Agreement, the District agrees to return the Security Deposit paid by the YMCA SA, after subtracting from the Security Deposit all amounts applied to cure any breach of the Agreement by YMCA SA, provided that YMCA SA has given the District written notice of its forwarding address.

14. Notices. All notices given hereunder shall be in writing, and shall be deemed to be received on the earlier to occur of (i) actual receipt by the person designated below, or (ii) two days after the same shall have been mailed by U.S. registered or certified mail, postage prepaid and return receipt requested, and addressed as follows (or to such other address as the addressee shall have provided by notice to the other party):

If to the District: Superintendent of Schools
Attn: Superintendent of Schools
13600 US Hwy 87
La Vernia, TX 78121

If to Lessee: Chief Financial Officer
Ross Magsig
Debbie Degollado
231 E Rhapsody
San Antonio, Texas 78216

15. Contact Persons. The following persons shall be the contact persons for purposes of this Agreement, to whom all questions and comments regarding the Agreement should be initially addressed:

District's Contact Person:
La Vernia Independent School District
Attn: Superintendent
13600 US Hwy 87 West
La Vernia, Texas 78121
Phone: (830)779-6660
Fax: (830)779-2304

Lessee's Contact Person:
Ross A Magsig
CFO of YMCA of Greater San Antonio
16103 Henderson Pass
San Antonio, TX 78232
Phone: (210) 246-9600
Fax: (210) 246-9638

16. Formal Matters.

a) This Agreement insures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties

hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this agreement.

b) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to Texas' choice of law rules. This Agreement shall be fully performable and enforceable in La Vernia, Wilson County, Texas.

c) This Agreement supersedes all prior agreements between the parties, and constitutes the entire agreement of the parties with respect to the subject matter hereof. There are no oral representations or agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by the party sought to be charged therewith.

d) This Agreement shall be executed in triplicate originals: one original shall be kept by the District's Director for Risk Management; one original shall be kept by the Principal; and one original shall be kept by the Lessee. A copy of the Certificate of Insurance provided hereunder by the Lessee shall be forwarded directly by the Lessee to the District's Director for Risk Management, at the address set out in Section 14, above.

e) District does not waive, modify, or alter, to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

f) In the event any provision of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of the Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision and if (necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in the Agreement; provided, however that if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect if such invalid, void and/or unenforceable to provisions had not been a part Hereof.

g) The description headings used in the Agreement are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this Agreement.

h) The relationship of the District and Lessee shall, with respect to that part of any service or function undertaken as a result of our pursuant to this Agreement, be that of independent contractors. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LA VERNIA INDEPENDENT SCHOOL DISTRICT,
a Texas political subdivision

LESSEE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER
SAN ANTONIO,
a Texas non-profit corporation

By: _____
Signature

By: _____
Signature

Printed Name

Ross A. Magsig
Printed Name

Position

CFO
Position

Principal's Receipt

The undersigned is the Principal of the School, and hereby acknowledges the receipt of an original of this Agreement.

Signature

Printed Name

La Vernia Primary School