

AGREEMENT FOR EXTENDED LEARNING PROGRAMS

Smithville School District

The following Agreement for Extended Learning Programs ("Agreement") sets forth the terms and conditions for a partnership between Smithville School District located at 655 S Commercial Ave., Smithville, MO and Innovation Learning beginning August of the 2025-26 school year. The goal of this partnership is to support the mission and vision of the SMITHVILLE SCHOOL DISTRICT and meet the diverse needs of teachers, students and their families. The program Innovation Learning agrees to provide a comprehensive before and after school programs at the SMITHVILLE SCHOOL DISTRICT. These programs will be provided at the following school properties located at:

**Eagle Heights Elementary
18801 Eagle Parkway
Smithville, MO 64089**

**Horizon Elementary
695 S. Commercial Ave.
Smithville, MO 64089**

**Maple Elementary
600 Maple Ave.
Smithville, MO 64089**

**Maple Pre-K
600 Maple Ave.
Smithville, MO 64089**

1. Program hours and dates of operation of each SMITHVILLE SCHOOL DISTRICT site is listed in Addendum A – Program Details under “Program Hours” of this MOU. If any of the program hours are changed, Innovation Learning reserves the right to amend pricing to meet changes in programming hours.
2. Innovation Learning will start programming on **the first day of school, scheduled for August 19, 2025 and conclude before and after school programming on the last day of school, scheduled for May 22, 2026, with the addition of operating summer school and summer programming in June 2026.**
3. SMITHVILLE SCHOOL DISTRICT agrees to provide all necessary documentation to Innovation Learning to be licensed or deemed license exempt in accordance with the rules and regulations set forth by the Missouri Department of Elementary and Secondary Education.
4. In accordance with licensing regulations (which allow for a single licensed before or aftercare provider at each location), Innovation Learning will be the sole exclusive

provider of *licensed or licensed exempt* full extended-day programming at the sites listed above.

Students and Families

1. Students participating in the SMITHVILLE SCHOOL DISTRICT programs will come from the SMITHVILLE SCHOOL DISTRICT schools **only**, unless otherwise explicitly permitted by the SMITHVILLE SCHOOL DISTRICT administration in writing. All parents/students, who use the program must complete on-line enrollment prior to attending. Enrollment can be accomplished online using the Innovation Learning Parent Portal or by contacting our customer support team at 866-239-3661.
2. The enrollment process will include a place for families to indicate their authorization or refusal to share their child's CUM file, IEP or other related student records. Should parents offer their permission, records will be used solely to support personalized programming, support and the academic achievement of their child.
3. Innovation Learning staff will participate in student meetings to include IEP's and other related meetings at the discretion of school administration and for the sole purpose of improving the achievement and supporting the well-being of our students.
4. Innovation Learning staff will provide parents and school administration with updates to the program via regular meetings, newsletters and through social media. Every attempt will be made to ensure that communication intended for Innovation Learning parents is delivered to school administration at least 24 hours prior to disseminating to parents.
5. While it is Innovation Learning's intent to include all children, we reserve the right to restrict any student from attending the program if behavioral or medical concerns exceed the ability of program staff to guarantee the safety and well-being of the child and his or her peers.
6. Innovation Learning will maintain emergency contact information for all students for whom it provides services and may contact those on the list for ensuring the well-being of students.
7. Any communication sent to Innovation Learning parents will be provided to the SMITHVILLE SCHOOL DISTRICT administration at least 24 hours ahead of time.
8. Innovation Learning will offer an agreed upon number of partial and/or full scholarships for students in need (that do not qualify for voucher programs) that can be distributed at the discretion of school administration.
9. Innovation Learning will provide families in need with access to Child Care Assistance through by the Missouri Department of Elementary and Secondary Education.

Financial

1. Innovation Learning will engage in revenue share as outlined in the Addendum B section of this agreement.
2. Innovation Learning rates and available discounts for the SMITHVILLE SCHOOL DISTRICT sites are identified in Addendum C. Program rates and discounts are subject to change. All proposed changes will be disseminated to SMITHVILLE SCHOOL DISTRICT administration prior to release to Innovation Learning families.

3. Innovation Learning will be responsible for all accounting functions associated with the program including determining the FTE of scholarship and non-scholarship students, and billing and collection from parents. Innovation Learning will provide Principals notice before taking any action to collect overdue unpaid student fees.
4. Innovation Learning will provide a detailed monthly report of FTE calculation for each school and the total number of students in all SMITHVILLE SCHOOL DISTRICT programs no later than the 20th of each month.
5. Innovation Learning will provide a revenue share check in accordance with the revenue share plan on the 1st of each month for the previous month.
6. Innovation Learning will be the sole outside provider of full before school, after school and vacation day programming at SMITHVILLE SCHOOL DISTRICT during the duration of this agreement.
7. The school will not contract, promote and/or encourage students to attend any organization that operates for the entire after school time and/or every day of the week (to include vacations).
8. At the discretion of SMITHVILLE SCHOOL DISTRICT administration, Innovation Learning will offer programming on school vacation days, and summer breaks. These days will be decided upon in advance in conjunction with SMITHVILLE SCHOOL DISTRICT's school administration and may be consolidated at centralized SMITHVILLE SCHOOL DISTRICT sites, depending upon enrollment.
9. All school-age programs must have a minimum of 10 students attending on average daily to operate. The Pre-K programs must have a minimum of 7 students attending on average daily to operate. Innovation Learning will provide adequate notice should a program not have the required number of students enrolled and/or should the program fall below the minimum student threshold.
10. Innovation Learning will provide and maintain, at its sole cost and expense, the following minimum levels, and types of insurance for the duration of this Agreement:
 - a Commercial General Liability Insurance, against liability for bodily injury, including corporal punishment, sexual misconduct and harassment, death, and property damage. Such Liability Insurance will be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000) from the aggregate of all occurrences within each policy year.
 - b Worker's Compensation Insurance in the statutory amounts and Employer's Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease; and
 - c Business Auto Liability Insurance with limits of no less than One Million Dollars (1,000,000.00) for each accident on any auto (including hired and non-owned autos).
11. Each insurance policy will be issued in the name of Innovation Learning and will not be cancelable or reduced without thirty (30) days prior written notice to SMITHVILLE SCHOOL DISTRICT contact listed in this agreement. Innovation Learning will name each SMITHVILLE SCHOOL DISTRICT location as additional insureds, as well as naming American Leadership Academy, Inc., on the commercial general liability insurance. Further, Innovation Learning will provide a certificate of insurance as evidence of the insurance.

Facility Usage

1. The SMITHVILLE SCHOOL DISTRICT will provide Innovation Learning access to adequate after school space. This space will include sufficient classrooms and/or the library for academics. The administration will also provide common spaces such as the gym or the cafeteria space for conducting our physical fitness curriculum and Discovery play based curriculum.
2. All space supplied by SMITHVILLE SCHOOL DISTRICT will be in accordance with licensing standards/code. In all cases, SMITHVILLE SCHOOL DISTRICT will provide adequate space to accommodate the number of children in the program, according to licensing standards/code. The spaces identified by SMITHVILLE SCHOOL DISTRICT to be used are identified in Addendum A – Program Details under “Program Space.”
3. Innovation Learning staff will be on site at SMITHVILLE SCHOOL DISTRICT only during the specified hours of operation unless otherwise specified and formally requested.
4. Innovation Learning staff members will be permitted to arrive and have access to program areas up to 60 minutes before the school-day ends and 30 minutes after the afterschool program closes each day, to ensure the space is cleaned and re-set for the following day’s use by the school.
5. SMITHVILLE SCHOOL DISTRICT will provide reasonable access to the school buildings so that representatives of Innovation Learning may facilitate work necessary to the start and implementation of programming both over the summer and prior to the start of the new school year.
6. Innovation Learning agrees to ensure that the classrooms allocated for the program are left in the same condition than when the program began (at the start of each day), ordinary wear and tear excepted. Innovation Learning only uses its own supplies and materials unless otherwise discussed and permission is granted prior.
7. Innovation Learning will provide large rolling, metal storage cabinets to store all necessary Innovation learning program supplies. SMITHVILLE SCHOOL DISTRICT will provide space to store storage cabinets that is convenient and easily accessible to Innovation Learning staff. If it is necessary to remove cabinets from the premises for any reason, Innovation Learning will receive five (5) business days’ notice.
8. If SMITHVILLE SCHOOL DISTRICT needs Innovation Learning to relocate spaces, it will provide thirty (30) business days’ notice so that Innovation Learning can contact the state licensing entity and gain approval of the new space. New spaces can only be used once state licensing department authorizes spaces for Innovation Learning.
9. SMITHVILLE SCHOOL DISTRICT will be responsible for providing routine custodial service and maintaining the schools. However, Innovation Learning will be responsible for the cost of any repairs necessitated by acts or omissions of Innovation Learning or its employees, agents or invitees and will promptly reimburse SMITHVILLE SCHOOL DISTRICT for the full cost of repair for all such damages or replacement, ordinary wear and tear excepted.
10. Innovation Learning will not be permitted to make any alterations or improvements to the schools, without the explicit written permission of SMITHVILLE SCHOOL DISTRICT.
11. SMITHVILLE SCHOOL DISTRICT agrees to provide Innovation Learning access to the school’s wireless network. Access to the network is essential for Innovation Learning’s

cloud-based registration, enrollment and attendance-based software, and access to our curriculum. SMITHVILLE SCHOOL DISTRICT will provide contact information to Innovation Learning staff to the district's Information Technology staff/liason to contact if WiFi problems arise.

Academic Program

1. Innovation Learning encourages school administration and teachers to inform parents that the school is partnering with Innovation Learning to offer STEM, Project Based Learning, and homework support and that the program supports children academically.
2. Innovation Learning may consult with SMITHVILLE SCHOOL DISTRICT teachers regarding individual student work, student needs and upcoming assignments.
3. It is Innovation Learning's intent to support SMITHVILLE SCHOOL DISTRICT and its teachers and may request permission to speak with them at their discretion and the discretion of school administration for the purpose of discussing how best to support them and the needs of their students.
4. Innovation Learning will consult SMITHVILLE SCHOOL DISTRICT's curriculum authority to ensure our curriculum is aligned and we are supporting the philosophical underpinnings of the school's teachings.

Staff

1. All employees, contractors, volunteers, and agents of Innovation Learning who provide services for the Program will submit, at Innovation Learning's expense, to a fingerprint based criminal background check as required by DHS.
2. Innovation Learning hereby certifies to SMITHVILLE SCHOOL DISTRICT that all employees, contractors, volunteers, and agents operating the Program undergoing such criminal background checks are employable under the guidelines or licensed school age childcare programs and DHS.
3. All Innovation Learning staff will have the necessary training, licenses and certificates required to provide the services for the Program. Including training that is required by the SMITHVILLE SCHOOL DISTRICT to meet licensing requirements and regulations.
4. Innovation Learning staff will be trained in accordance with applicable state licensing requirements, including the handling of medications and first aid training.
5. Innovation Learning will ensure that at least one (1) supervisory employee is present at each of the schools at any one time.
6. Overall, across all sites, Innovation Learning will employ at least one (1) employee for every twelve (12) student participants in the Program.
7. Innovation Learning will employ an Area Director to oversee all programs and Site Coordinators for each of the schools, who must fulfill leadership responsibilities and meet the qualifications described by DHS.
8. Innovation Learning will only interview or hire teachers or assistants that are currently employed by SMITHVILLE SCHOOL DISTRICT with the written approval of school administration.
9. SMITHVILLE SCHOOL DISTRICT will give notice to Innovation Learning of at least 10 business days of their intent to hire any Innovation Learning employees.

10. Innovation Learning will not interview or hire teachers or assistants that were previously designated by American Leadership as ineligible for hire by SMITHVILLE SCHOOL DISTRICT.
11. Innovation Learning Area Director (and/or a designee) will make themselves available to Innovation Learning staff to discuss program planning and their vision for after school programming in their sites (for the purpose of developing a Program Plan specific to their program).
12. Innovation Learning staff will review SMITHVILLE SCHOOL DISTRICT Safety policy as well as Active Supervision protocols.
13. Innovation Learning Site Coordinators, and/or Area Director will participate in monthly meetings with SMITHVILLE SCHOOL DISTRICT administration and/or a designee to discuss program progress, student needs, and how we can better support the mission and vision of SMITHVILLE SCHOOL DISTRICT.
14. Innovation Learning does not discriminate on the basis of sex, sexual orientation, age, race, color, national or ethnic origin, disability or other category protected by applicable federal, state or local law, in administration of its educational policies, scholarship, school-administered programs, or in employment.

Miscellaneous

1. SMITHVILLE SCHOOL DISTRICT administration and teachers will inform parents that the school is partnering with Innovation Learning to offer after school programming.
2. It is Innovation Learning's intent to support SMITHVILLE SCHOOL DISTRICT and its teachers and may speak with them at their discretion and the discretion of SMITHVILLE SCHOOL DISTRICT administration for the purpose of discussing how best to support them and their students.
3. Notices provided under this Agreement should be delivered to:

<p>Mark Maus Superintendent of Schools 655 S Commercial Smithville, MO 64089 Phone: 816-532-0406 x. 7989 mausm@smithville.k12.mo.us</p>	<p>Dr. Brett Prilik Executive Director 7332 S. Alton Way, Suite 13D Centennial, CO 80112 Phone: 303-523-1543 bprilik@innovationlearning.com</p>
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4. Innovation Learning and **Smithville School District** each hereby agree to indemnify, and hold harmless, the other including the other's employees, officers, directors, managers, advisors and agents (collectively, the "Indemnified Parties") from and against any and all demands, claims, suits, losses, damages, or other liabilities of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from, the negligent, reckless, or intentional acts or omissions of any of it or its employees, officers, directors, managers, advisors or agents in connection with the programs offered pursuant to this Agreement. Innovation Learning's and **Smithville School District** indemnification obligations hereunder shall include indemnity against

all costs and expenses, including without limitation reasonable attorneys' fees and disbursements, incurred by the applicable Indemnified Parties in connection with any claim, suit, or proceeding subject hereto to which any such Indemnified Party is a party and in respect of which such Indemnified Party makes a claim for indemnification under this Section. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section shall survive the expiration or earlier termination of this Agreement.

5. The relationship between Innovation Learning and SMITHVILLE SCHOOL DISTRICT is that of independent contractors. Nothing in this Agreement constitutes the relationship of employer, partnership, joint venture or any other relationship.
6. This Agreement may be amended, and any terms of this Agreement may be waived, only by the prior written consent of each of the parties. If any terms of this Agreement are held to be invalid or illegal, all other terms of this Agreement nevertheless will remain in full force and effect. Upon a determination that any Agreement term is invalid or illegal, the parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable and legal manner.
7. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, and prior agreements among the parties relating to the subject matter herein.

Term

1. This Agreement is for the 2025-26 Academic School Years (the "Initial Term") and will automatically renew thereafter for each successive school year (each a "Subsequent Term"). Updated Addendums may be added based on changes to the program at the SMITHVILLE SCHOOL DISTRICT.
2. Notwithstanding the above, this Agreement may be concluded earlier in the following events:
 - a The SMITHVILLE SCHOOL DISTRICT and Innovation Learning may conclude this Agreement upon a mutual written agreement between authorized representatives of the parties.
 - b Either the SMITHVILLE SCHOOL DISTRICT or Innovation Learning may conclude this Agreement by providing written notice at least 90 days prior to the end of the Initial Term or, as applicable, any Subsequent Term.
 - c Either the SMITHVILLE SCHOOL DISTRICT or Innovation Learning may conclude this Agreement in the event of the other party's breach of this Agreement if the breach remains uncured within 30 days of the SMITHVILLE SCHOOL DISTRICT or Innovation Learning notifying the other party in writing of the breach.
 - d Innovation Learning may earlier conclude this Agreement if daily student attendance in the program is less than the minimum average described previously.

AGREEMENT FOR EXTENDED LEARNING PROGRAMS

By and Between:

**SMITHVILLE SCHOOL DISTRICT
INNOVATION LEARNING**

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

ADDENDUM A – Program Details

Program Hours

- Eagle Heights Elementary – AM Program 6:00 – 8:30 am; PM Program – 3:45 pm – 6:00 pm
- Horizon Elementary – AM Program 6:00 – 8:30 am; PM Program – 3:45 pm – 6:00 pm
- Maple Elementary – AM Program 6:00 – 8:30 am; PM Program – 3:45 pm – 6:00 pm
- Maple Pre-K – AM Program 6:15 – 8:40 am; PM Program – 3:15 pm – 6:00 pm

If any of the program hours are changed, Innovation Learning reserves the right to amend pricing to meet changes in programming hours.

Innovation Learning will operate full day programs at an identified Smithville Elementary School during inclement weather days. These days will be offered if the circumstances are deemed safe for families and Innovation Learning staff to report to program. Access to the buildings must be available.

Vacation Days and Summer Programming are offered with the SMITHVILLE SCHOOL DISTRICT only with administration approval. No Summer programming is offered to Pre-K students during the 2025 summer.

Vacation Days are offered from 6:00 am – 6:00 pm. Current location for Vacation Days is Horizon Elementary.

ADDENDUM B – Revenue Share

As part of our mission to give back to the schools that we partner with, Innovation Learning offers a revenue share program. Revenue share represents a contribution to the school to ensure that our school partners do not incur any costs associated with our programs. We will continue to reimburse the district for using facilities at a rate of 3% of revenue with a return of 8% once attendance reaches 80% of pre-pandemic levels of FTE (92 students). Innovation Learning will provide a report to the district monthly to monitor this agreement.

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ADDENDUM C – 2025-26 Program Rates*

Elementary School Rates (Eagle Heights, Horizon, Maple)

2025-26 Registration Fee - \$59/child \$99/Family		
Monthly	AM	PM
1 day	\$89.00	\$89.00
2 day	\$145.00	\$145.00
3 day	\$205.00	\$205.00
4 day	\$245.00	\$245.00
5 day	\$265.00	\$265.00
Drop-In	\$25.00	\$25.00
Same day drop in	\$30.00	\$30.00
Early Dismissal	\$37.50	
Vacation Days	\$45.00	

School Age AM & PM – 5 day Combo - \$440.00

Maple Pre-K Program

2025-26 Registration Fee - \$59/child \$99/Family		
Monthly	AM	PM
1 day	\$95.00	\$95.00
2 day	\$165.00	\$165.00
3 day	\$225.00	\$225.00
4 day	\$265.00	\$265.00
5 day	\$285.00	\$285.00
Drop-In	\$25.00	\$25.00
Same day drop in	\$30.00	\$30.00
Early Dismissal	\$39.00	
Vacation Days	\$50.00	

Pre-K AM & PM – 5 day Combo - \$460.00

Discounts offered to families – 10% Sibling, 15% Military/First Responders and 50% SMITHVILLE SCHOOL DISTRICT Teacher Discount. Innovation Learning is licensed at each SMITHVILLE SCHOOL DISTRICT site and is eligible to receive state subsidy for families that apply and are approved.

* Program rates and discounts are subject to change. All proposed changes will be disseminated to SMITHVILLE SCHOOL DISTRICT administration prior to being disseminated to Innovation Learning families.