

UNIVERSAL PRE-KINDERGARTEN PROGRAM AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, by and between the HORSEHEADS CENTRAL SCHOOL DISTRICT, an educational municipality maintaining its principal office and place of business at One Raider Lane, Horseheads, New York 14845 and YMCA, having an address at 425 Pennsylvania Ave., Elmira, New York 14904 is to set forth the terms and the conditions of the agreement between the District and Provider to operate a Universal Pre-Kindergarten Program for the Horseheads Central School District.

1. The term of this Agreement shall be July 1, 2011 to June 30, 2012.
2. Provider agrees to operate the Universal Pre-Kindergarten Program in a facility that complies with the regulations of the Commissioner of Education and NYS Office of Children and Family Services, together with all other applicable laws, rules and regulations of the State of New York.
3. Provider agrees to employ certified teachers and qualified staff in accordance with the regulations of the Commissioner of Education and NYS Office of Children and Family Services and provide the District with copies of valid teaching certifications. Provider shall be primarily responsible for control and supervision of all Universal Pre-Kindergarten teachers; this agreement shall not in any way operate to create an employer-employee relationship between the District and Provider or Provider's employees.
4. Universal Pre-Kindergarten teachers will be invited to participate in all District Pre-Kindergarten grade level meetings.
5. The New York State/Common Core Learning Standards will be incorporated into lesson plans of the Universal Pre-Kindergarten Program.
6. Universal Pre-Kindergarten teachers will administer DIBELS three times per year: September/October; January/February; and May.
7. The District agrees to hold Universal Pre-Kindergarten registration. Provider shall provide Universal Pre-Kindergarten services for up to 72 students (54 full-day slots and 18 half-day slots). Provider also agrees to the following: 1) to operate program in accordance with the regulations and 2) work jointly with HSCD and assist in making every effort to fill all open slots, and 3) to operate a program for the pre-kindergarten students following the Horseheads CSD school calendar in accordance with the regulations of the Commissioner of Education and NYS Office of Children and Family Services.

8. Payment to Provider will be determined by the District's UPK grant allotment based on a per student basis up to 72 students. A detailed expense report should be provided to the Horseheads CSD in September 2011 outlining how the funds will be used for the school year, such as utilities, staff salaries, supplies, etc. A request for payment should be submitted quarterly to the Educational Support, Student Services, and Business Offices.
9. Provider agrees to maintain a comprehensive liability policy with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate, naming the Horseheads Central School District as an additional named insured and providing for notice in the event of lapse, claim or termination of coverage. Provider also agrees to maintain child sexual abuse coverage in such form and amounts as reasonably required by the District. Provider agrees to release, indemnify, defend and hold the Horseheads Central School District harmless from any and all claims, damages, costs (including reasonable attorney fees) or suits arising out of the Universal Pre-Kindergarten Program operated by Provider and not directly caused by the gross negligence of the District.
10. The District's support of the Universal Pre-K operations is dependent upon New York State Aid. If the State withdraws the funding, the District will no longer provide Universal Pre-K services.
11. This Agreement, and all obligations, rights and responsibilities of the parties hereunder, is expressly contingent upon conformance with the Education Law of the State of New York, and all rules and regulations promulgated thereunder.

HORSEHEADS CENTRAL SCHOOL DISTRICT

Dated: _____ By: _____
 Brian Lynch
 Its: Board of Education President

PROVIDER

Dated: _____ By: _____
 YMCA