

#6
Aug. 11, 2014

UNIVERSAL PRE-KINDERGARTEN PROGRAM AGREEMENT

THIS AGREEMENT made this 11th day of August, 2014, 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 800 W Broad St., Horseheads, New York 14845 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, 2014 to June 30, 2015.
- 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. Provider shall provide the district with a copy of NYS Office of Children and Family Services license/registration number.
- 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. Universal Pre-Kindergarten teacher will use Macmillan/McGraw-Hill's *Little Treasurers* for ELA instruction.
- 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 54 students (36 full-time slots and 18 part-time 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 the Provider will be made in monthly installments beginning September 1st. Payments will be based on the number of slots filled on the 15th of the previous month (i.e. payment for September 1st will be based on enrollment on August 15th). The annual rate payable for each time

slot is \$2,394.58. A request for payment should be submitted monthly to the Educational Support Center at One Raider Lane, Horseheads, NY 14845.

- 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. **A current Certificate of Insurance must be on file with the District Business Office at all times and it is the Provider's responsibility to provide a current copy of the Certificate of Insurance prior to the expiration date.** 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