

**Horseheads Central School District
One Raider Lane
Horseheads, NY 14845
Pre-School Assessment Project**

THIS AGREEMENT is made the 22nd day of October 2015 between the Chemung County Child Care Council, Inc. a 501©3 not for profit Child Care Resource and Referral agency, located at 1580 Lake Street – Suite 200, Elmira, NY 14901, (607)-734-3941; EIN # 133358600, party of the first part herein referred to as 5C's and the Horseheads Central School District, with its principal place of business at One Raider Lane, Horseheads, NY 14845, (607)-739-5601, party of the second part.

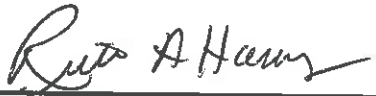
WHEREAS, the Horseheads Central School District is in need of a Pre-K Assessment Services for the 15/16 school year and WHEREAS, 5C's is qualified to render such services.

NOW THEREFORE, it is mutually agreed as follows:

- A. This agreement shall be become effective November 1, 2015 through – August 31, 2016.
- B. Attachment A outlines the responsibilities of 5C's and the Horseheads Central School District for the purpose of this agreement, and are agreed upon by both parties.
- C. The Horseheads Central School District will pay 5C's \$3,200 for the services outlined in Attachment A. Payment will be issued in December 2015.
- D. This agreement may be terminated by either party with thirty (30) days written notice, without cause, and without further liability of either party to perform services or to pay under the terms of this agreement after such termination. If services were not completed by the 5C's but payment was made a pro-rated re-payment must be made to the Horseheads Central School District.
- E. 5C'st herein agrees to indemnify, defend, and hold harmless the Horseheads Central School District from any and all claims, costs, damages, or injuries to persons or property of whatever so kind and nature arising out of making this agreement, or from the performance of any services rendered under this agreement by 5C's or by any agents or employees.
- F. The Horseheads Central School District herein agrees to indemnify, defend, and hold harmless 5C's from any and all claims, costs, damages, or injuries to persons or property of whatever so kind and nature arising out of its negligent performance of any services rendered under this agreement by the Horseheads Central School District or by any agents or employees.
- G. The relationship of 5C's to the Horseheads Central School District is that of an Independent contractor. 5C's, in accordance with the status of an independent contractor, covenants, and agrees that she will neither hold itself out or claim to be an employee of the Horseheads Central School District by reason thereof and that it will not by reason thereof make any claim, demand, application to or for any right not limited to worker's compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credits.

- H. During the performance of this agreement, 5C's agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status. 5C's further agrees no person shall be denied services provided by this agreement because of race, creed, color, national origin, sex, age, or marital status.
- I. This agreement can be amended with consent from both parties to re-establish deliverables and payment, if needed.
- J. It is understood by and between the parties thereto, that this agreement shall be deemed executory to the extent the monies are available to the Horseheads Central School District from the funding sources for the purpose of this agreement. The Horseheads Central School District shall incur no liability at any time under this agreement unless the necessary monies are available to the Horseheads Central School District from the funding sources for this project.

IN WITNESS THEREOF, the parties have signed their names below:

	<i>10/28/15</i>
_____ Representative – Chemung County Child Care Council, Inc.	Date
<i>S. Strela</i> <i>Interim SBO</i>	<i>10/22/2015</i>
_____ Representative – Horseheads Central School District	Date

ATTACHMENT A

Chemung County Child Care Council, Inc. will conduct on-site classroom environment assessments for eight Universal Pre-K classrooms located within the Horseheads Central School District. Oversight of services provided will be done by Ruth Harvey, Executive Director of the Child Care Council in conjunction with the Child Care Council Board of Directors.

DELIVERABLES:

- A. To hire and enter into agreement with a qualified Consultant to Coordinate the Pre-school Assessment Project.
- B. To enter into agreements with the Master Observers for the Project.
- C. To issue payment to the Master Observers for their Observations.
- D. To ensure Training is available for the Master Observers.
- E. To ensure the Coordinator Consultant meets with Teaching Staff and Principals regarding this project.
- F. To provide Classroom Teachers with a Copy of their Assessment either directly or through their Master Observer.
- G. To ensure the Coordinator Consultant completes the final report and distributes it to Districts.
- H. To submit invoices to all school districts for their agreed upon portion of the budget for the project.
- I. To submit to local foundations for the balance of the budget not covered by the school district or in-kind from the Economic Opportunity Program.

HORSEHEADS CENTRAL SCHOOL DISTRICT RESPONSIBILITIES:

- A. To enter into an agreement for these services with the Chemung County Child Care Council, Inc.
- B. To provide the Master Observers access to all Universal Pre-K classrooms located within the district for the purpose of conducting the environmental assessment.
- C. To provide payment to the Chemung County Child Care Council, Inc. in accordance with this agreement.