

AGREEMENT

THIS AGREEMENT dated the 27th day of June, 2022 by and between the VESTAL CENTRAL SCHOOL DISTRICT (the "District"), having its office at 201 Main Street, Vestal, NY 13850 and the RECESS RESOURCES, INC. dba Cub Care Children's Center (the "Collaborating Agency"), having its office at 201 Main Street, Vestal, NY 13850

WHEREAS, the District is eligible for a grant from the Commissioner of Education for the establishment and implementation of a prekindergarten program to serve eligible children and this AGREEMENT is contingent upon approval by the Commissioner of Education of the District's Prekindergarten Program Plan, grant application, and funding therefrom

WHEREAS, Chapter 436 of the Law of 1997 and Subpart 151-1 of the Regulations of the Commissioner of Education authorize school districts to contract with community agencies to offer pre-school programs for four year old children who reside within the school district, and

WHEREAS, the District's Board of Education adopted a Prekindergarten Program Plan (the "Plan") pursuant to Education Law 3602-e at its meeting on June 20, 2000; and

WHEREAS, the Collaborating Agency submitted a proposal to the District, dated February 2, 2022 for implementing a prekindergarten program, the terms of which were relied on by the District in selecting the Collaborating Agency (the "Proposal"); and

WHEREAS, the District desires to contract with the Collaborating Agency for the delivery of services pursuant to the Proposal, according to the terms and conditions set forth below; and

WHEREAS, the Collaborating Agency agrees that it shall deliver a prekindergarten program with a curriculum aligned with the NYS Prekindergarten Foundational for the Common Core, early literacy and emergent reading programs, learner-centered activities, student assessment, monitoring and reporting consistent with the Vestal Central School District Prekindergarten Plan and Commissioner's Regulations, annexed hereto as Exhibit 1 and incorporated herein, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Collaborating Agency shall have and continue to maintain all required New York State licenses and certificates for operations of a preschool program, including all applicable health and safety codes.
2. The Collaborating Agency shall provide a prekindergarten program with goals, curriculum, and activities consistent with Section 151-1.3 of the Regulations of the Commissioner of Education and the Plan. The program shall begin in September 2022 and continue until June 2023. It shall be a minimum of two hours and 45 minutes (2.75 hours) each day, five days per week; 180 days per year for the half day program and a minimum of 5 hours each day, five days per week; 180 days per year for the full day program.
3. The Collaborating Agency shall serve eligible students in the prekindergarten program during the 2022-23 school year. Those students shall be randomly selected by a lottery by the District. The Collaborating Agency shall be receptive to the inclusion of disabled students in the prekindergarten program and shall work with the Vestal Central School District committee on

Preschool Special Education (the "CPSE") in designing and implementing individual education plans for those disabled students, to the extent deemed appropriate by the CPSE.

4. The Collaborating Agency shall be receptive to the inclusion of students with limited English proficiency.
5. The Collaborating Agency shall operate the program at a site free of religious symbols and will not provide religious instruction to the students in the Universal Prekindergarten Program.
6. The Collaborating Agency will receive instructional materials and supplies chosen by the District not to exceed the budgeted amount. The District will provide staff development based on the instructional needs of children to prekindergarten teachers and staff and mandate attendance at these required professional development sessions.
7. The Collaborating Agency shall provide a nutritional snack for the children in the half day Universal Prekindergarten program and a snack and lunch for children in the full day Universal Prekindergarten Program.
8. The Collaborating Agency and the District shall develop procedures to ensure active engagement and provide ongoing communications with each student's parent(s) or guardians(s). All prekindergarten students shall be screened as new entrants as set forth in part 117 of this Title. The District will establish a process for assessing the development baseline and progress of all children participating in the program and use the results of such assessments to annually monitor and track prekindergarten program effectiveness.
9. The District shall pay to the Collaborating Agency \$2,893.00 per student for up to 16 students for the half day program and \$5721.59 per student for up to 80 students for the full day program for operation of the prekindergarten program for the 2022-23 school year. Payments will be made monthly, after confirmation of enrollment and attendance. The Collaborating Agency will provide both an invoice indicating the number of students in attendance and an attachment indicating the name of each student and the number of days attended each month. For example, the Recess Resources begins the UPK program in September 2022 and will invoice the District in October for the total number of students. Attached to the invoice will be a list of the names of the students and their attendance such as "attended 13 of the 15 days the UPK program was in session." The Collaborating Agency shall supply the above mentioned invoice and attachment to the District no later than the seventh day of the month after services were rendered.
10. In the event student leaves the UPK program, as determined collaboratively by the Agency and District, during the course of the school year, the District is authorized to deduct from the payment that would otherwise be due to the Collaborating Agency on a prorated basis until such time as the departing student's position might be filled at which time payment by the District shall resume on a prorated basis.
11. For the 2021-22 school year, the New York State Education Department based the maximum number of funded students on the number of students served in UPK programs as of March 15, 2022. It is understood that in following school years, this determination will be made by the New York State Education Department in March of each year. To meet the District's Maintenance of Effort by serving at least 99 students, the District reserves the right to fill any unfilled student spots by moving the unfilled student spots to another Collaborating Agency; thus seeking a Fully Implemented UPK program. To further clarify, the District has the authority to remove unfilled student spots at one Collaborating Agency and offer those spots to parents on a waiting list who have indicated a "preference for another location and parents asks to be on a waiting list until a placement is available at a preferred location" (NYSESED UPK

application) at a Collaborating Agency to be determined by the District. The District has this authority both prior to the start of the school year and at any time during the school year.

12. The Collaborating Agency will provide ease of utilization and accessibility of the program to parents and students.
13. The Collaborating Agency shall provide staffing consistent with Section 151-1 of the Regulations of the Commissioner of Education and shall evaluate that staff on at least an annual basis. The District reserves the right to observe and evaluate the UPK staff. The District's UPK Coordinator will serve as a member of the interview team(s) and hiring of UPK staff at the Collaborating Agency. The District will witness original certificates to assure certification. In the event a complaint about a staff member employed by the Collaborating Agency is brought to the attention of the District, the Collaborating Agency shall be notified. After appropriate investigation, if determined by the District to have probable merit, the District may request that said staff member be removed from the UPK classroom and the Collaborating Agency shall comply with said request. The Collaborating Agency, upon receipt of a complaint regarding the Provider or its staff relative to the prekindergarten program, shall notify the Vestal Central School District immediately. It is expressly agreed that the Collaborating Agency, and not the District, is the employer of all staff participating in the prekindergarten program.
14. The Collaborating Agency shall maintain daily attendance records of all children in the prekindergarten program. All attendance and other student records are deemed "educational records" and are to be confidential and may not be disclosed except in accordance with law. The Collaborating Agency shall make said records available to the District upon request. The Collaborating Agency shall notify the District immediately should any student leave or not attend the UPK Program for more than half the attendance days of one month, or when a staff member of the RECESS RESOURCES, INC. receives notification from a parent/guardian that a student will not be attending the UPK program so the so the District may replace that student with another from a District waiting list, provided the parent/guardian agrees to enroll the student in the RECESS RESOURCES, INC. UPK program. If a child misses five (5) consecutive days without parental explanation, the Collaborating Agency is required to contact the parent(s) to determine the status of the child's participation in the program and then immediately notify the District of the determination in writing.
15. The Collaborating Agency shall maintain property insurance and shall maintain general liability insurance for the duration of this AGREEMENT (September 1, 2022 through June 30, 2023). The District shall be named as an insured on the liability insurance policy. The Collaborating Agency shall provide the District with a Certificate of Insurance, naming the District as a joint insured, within ten (10) days after executing this AGREEMENT.
16. The Collaborating Agency agrees to notify the District within 24 hours of it becoming aware of any issue relating to the safety and/or security of students and/or staff.
17. The Collaborating Agency agrees to hold harmless and indemnify the District from any and all claims including, but not limited to, student personal injury claims, fines, or penalties asserted against the District, which arise out of the Collaborating Agency's operation of the prekindergarten program unless such claim arises out of an act of omission on the part of the Vestal Central School District. The Vestal Central School District agrees to hold harmless and indemnify the Collaborating Agency from any and all claims including, but not limited to, student personal injury claims, fines, or penalties asserted against the Collaborating Agency, which

arise out of the Vestal Central School District's operation of the prekindergarten program unless such claim arises out of an act of omission on the part of the Collaborating Agency.

- 18. The District may terminate the AGREEMENT if the Collaborating Agency does not meet the terms and conditions of this AGREEMENT and/or the Proposal and such deficiencies are not corrected within ten (10) days of receipt of written notification by the Collaborating Agency of such deficiencies, or if New York State funding for the prekindergarten program is terminated.
- 19. This AGREEMENT, with documents referred to herein, contains all the terms and conditions agreed upon by the parties. No waiver, alterations, or modifications of the AGREEMENT shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound. This AGREEMENT will be in effect September 1, 2022 through June 30, 2023.

VESTAL CENTRAL SCHOOL DISTRICT

RECESS RESOURCES, INC. dba
Cub Care Children's Center

By: _____
J Dinno Nistico,
President Board of
Education

By: Amanda Alderfer (center director)
D. J. Fitzgerald, Executive

Date: _____

Date: 6-27-2022