AGREEMENT

IT IS HEREBY AGREED by and between the SWEET HOME CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District') and FOUR SEASONS CHILD CARE AND PRESCHOOL. (hereinafter referred to as the "Agency") that, FOR THE 2026-27 SCHOOL YEAR:

1. The Agency shall provide a Universal Pre-Kindergarten program servicing District children in an educationally based literacy program pursuant to criteria developed by the District.

2. Provider represents that it possesses all of the licenses, certifications and permits necessary to perform the work, and is fully qualified by training and experience to perform the work.

3. Such program shall be housed with three (3) classrooms at St. Leo's School, 885 Sweet Home Road, Amherst, NY 14226.

4. The Agency agrees to staff the three (3) classrooms listed above with one (1) classroom teacher and one (1) classroom aide. In the instance where a substitute is need on a long-term basis, the District will find a suitable substitute until the time that the Agency can hire a replacement on a full-time basis.

5. All buildings, equipment and furnishings must be safe and suitable for the care of children and comply with all applicable requirements of the Americans with Disabilities Act and all related Federal, State and local ordinances.

6. All facilities must meet appropriate State and local fire protection and building codes and regulations together with all applicable facility requirements of State and local licensing bureaus. The Agency must maintain appropriate licensing within the State of New York and provide evidence of same to the District in a form satisfactory to the District.

7. . The program shall follow the student calendar adopted annually by the District. Such program shall not be on less than a five (5) day a week basis unless otherwise authorized by the District. The program should also be at minimum one hundred eighty (180) instructional days in length.

8. The pre-Kindergarten services for the 2026-27 school year shall be full-day in nature. Specific starting and ending times shall be mutually agreed upon between the District and the Agency.

9. A teacher possessing a valid New York State teaching license for service in early childhood grades pursuant to Part 80 of the Regulations of the Commissioner of Education must be present in each individual classroom.

10. Teacher aides may be utilized by the Agency but such aides must meet all requirements pursuant to Part 80 of the Regulations of the Commissioner of Education.

11. If Provider's personnel are to work with the District's students directly, all such personnel shall receive background checks through State Education Department procedures, if and as required by law. Proof of State Education Department clearance shall be provided prior to provision of services to the students.

12. Screening for students for the program shall be the responsibility of the District.

13. An enrollment roster will be provided to the Agency by the District. It is anticipated that between fifteen (15) to eighteen (18) students shall be selected for each class by the District. Notification of such enrollment shall be provided to the Agency no less than ten (10) days prior to the commencement of classes.

14. It will be the responsibility of the Agency to maintain attendance records on each child. Such records and documentation shall be made available upon request to the District.

15. The Agency staff must be made available for at least eight (8) hours of in-service training to be conducted in conjunction with current District programs.

16. All Agency staff must be available to meet with the District and parents in August at a time to be scheduled by the District.

17. The Agency agrees to provide commercial general liability insurance with limits no less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate, excess insurance with limits no less than One Million Dollars ($1,000,000) per occurrence with an aggregate on a "follow form" basis, appropriate worker compensation insurance, and day care providers errors and omissions insurance with limits not less than One Million Dollars ($1,000,000) per occurrence and it the aggregate.

18. Notwithstanding any terms, conditions or provisions, and any other writing between the parties or other entities, the Agency hereby agrees to name the District as an unrestricted additional insured on the Agency's insurance policies only with respect, however, to the Universal Pre-Kindergarten program for which this contract is executed.

19. All policies of insurance naming the District as an additional insured regarding the Universal Pre-Kindergarten program as otherwise defined in this Agreement shall state that the Agency's coverage shall be primary coverage for the District, the Board of Education, its employees and all volunteers of the District.

20. The Agency shall provide the District with proof of insurance at the levels indicated in this Agreement, together with a certificate of insurance upon the execution of this Agreement.

21. All such insurance policies issued naming the District as an additional insured shall provide for thirty (30) days written notice of cancellation to the District.

22. The Agency shall indemnify and hold harmless the District with respect to any property damage, bodily injury and/or wrongful death which might arise out of the acts and omissions of the Agency, its employees, agents and contractors with respect to the implementation and operation of this program.

23. The Agency must submit a description of the educational and support services that will be provided pursuant to such requirements and guidelines as may be set by the District within twenty (20) days of the receipt of any request by the District. Changes to the program shall be permitted only with the prior written approval of the District.

24. The Agency shall provide written verification that it shall not discriminate against any individual based upon race, color, creed, national origin, disability, sex and/or age and further that it is an equal opportunity employer.

25. The District agrees to provide payment in the amount of $334,500.00, in ten equal monthly payments from September through June for the services rendered as described above

26. The Agency understands that this entire Agreement is subject to the receipt of Universal Pre-Kindergarten grant funds by the District from the New York State Education Department.
27. This agreement will be reviewed by the District and the Agency by May 1, 2027 to determine the viability of an extension of this agreement for subsequent year(s).

IN **WITNESS WHEREOF,** the parties' consent to this Agreement is indicated by their signatures below.

Michael V. Ginestre, Superintendent
Sweet Home Central School District

Date 6/24/26

Four Seasons Child Care West, Inc.

Date 6-26-26