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AUG 10 2026
Ass't Superintendent
of Educational Services

WALLKILL CENTRAL SCHOOL DISTRICT
UNIVERSAL PREKINDERGARTEN AGREEMENT
2026-2027

This Agreement made August 7, 2026 between the Wallkill Central School District (the "District"), a municipal corporation duly organized pursuant to the laws of the state of New York with its principal place of business located at 1500 Route 208 Wallkill, NY 12589 and School Time (the "Agency"). with its principal place of business located at 180 Ulster Avenue, Walden, New York 12586.

WHEREAS, the New York State Education Law makes provisions for local school districts to provide Universal Prekindergarten ("UPK") Programs;

WHEREAS the Commissioner of Education has enacted regulations in furtherance of the statutory provisions for such UPK Programs;

WHEREAS, the District has determined that it is in the best interest of the community to make provisions for UPK Programs;

WHEREAS, the District held a competitive process to select its UPK providers through an RFP in accordance with 8 NYCRR § 151-1.6; and

WHEREAS, as a result of that competitive process the Agency was awarded a contract to provide part of the District's UPK Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein the parties hereto agree as follows:

I. **TERM:** The term of this Agreement shall commence on September 1, 2026, and shall continue until June 30, 2027. The District, in its sole discretion, may annually renew this Agreement for up to four (4) additional terms covering the period beginning September 1st and continuing until June 30th for the 2027- 2028, 2028-2029, 2029-2030 and 2030-2031 school years under the same terms and conditions set forth herein.

2. **REQUEST FOR PROPOSAL INCORPORATED BY REFERENCE:** The terms and conditions set forth in the Request for Proposal (the "RFP") issued by the District on April 16, 2026, are hereby incorporated by reference into this Agreement and such terms shall be binding upon the Agency as if set forth fully herein. A copy of the RFP is annexed hereto as Appendix "A."

3. **NATURE OF SERVICES REQUIRED:** The Agency hereby agrees to provide those services set forth in Section 5 of the RFP for seventy-four (74) students during the term of this Agreement. The Agency shall provide such UPK services provided for in this Agreement at the "Most Precious Blood School" located at 180 Ulster Avenue Walden, NY 12586.

4. **STAFFING:** The Agency hereby certifies, represents, and warrants that all staff which shall be providing UPK services under this Agreement shall meet the standards set forth in 8 NYCRR § 151-lJ(e). Specifically:

a. Pre-Kindergarten Teachers possess a bachelor's degree in early childhood education or a teaching license or certificate valid for services in the childhood grades pursuant to 8 NYCRR § 80. If pre-kindergarten teachers do not possess such qualifications, please indicate whether the agency employs an on-site director pursuant to 8 NYCRR § 151-1.3(e) (2); and

b. Pre-kindergarten teaching assistants providing instructional support to prekindergarten classrooms meet the qualifications pursuant to 8 NYCRR § 80.

In the event that a waiver is required pursuant to 8 NYCRR § 151-1.3 (e) (1) (iv), the Agency shall notify the District of such need as soon as practicable so that the District may request such waiver from the Commissioner of Education. The Agency acknowledges and agrees that failure to notify the District of the need for such waiver shall constitute a material breach of this Agreement.

Class size ratios require the following staff (maximum class size is 20 students):

a. Classes of 18 or fewer students will have 1 teacher and 1 paraprofessional/assistant; and
b. Classes of 19-20 students will have 1 teacher and 2 paraprofessionals/assistants.

5. **DISTRICT OVERSIGHT:** The Agency acknowledges and agrees that the District shall have all oversight authority of the UPK program as set forth in Section 6 of the RFP.

This Agreement is contingent upon the Agency obtaining and maintaining all licenses, certifications, and registrations required to operate and provide the terms of this Agreement, including, but not limited to, approval from the New York State Office of Children and Family Services (OCFS) and any other federal, state, or local licensing or regulatory agencies as required by the District and applicable law.

In the event that the Agency, at any time during the term of this Agreement, shall fail to be in full compliance with this Agreement the District has the right to immediately terminate this Agreement and the Agency's UPK services.

2. **EVALUATIONS AND ASSESSMENTS**

a. **Student Assessments:** Students' progress will be assessed in accordance with the Agency's RFP response attached hereto as Appendix "B"

b. **Staff Evaluations:** Staff evaluations will be conducted *at least* yearly.

c. **Program Evaluations:** A year-end report will be submitted by the Agency to include data related to parental involvement, transitions, staff development, support services, and early literacy efforts. The Agency hereby agrees to maintain any and all data or information that is needed by the District to satisfy its reporting obligations to the Commissioner of Education. The Agency further agrees to provide the District with any such data or information that the District may request to satisfy any such reporting obligations.

3. **MEALS AND SNACKS:** The Agency may encourage families to bring food from home; however, meals will be provided by the Agency on an as needed basis. Where meals and snacks are provided by the Agency, such meals and snacks shall be provided in accordance with the standards set forth in the RFP and 8 NYCRR § 151-1.3.

4. **REPORTS AND RECORDS:** Monthly invoices and attendance reports will be submitted to the District's Assistant Superintendent of Educational Services or their designee. All students in the UPK program must be registered in the District and have up to-date physical and immunization records on file.

5. **RELIGIOUS SYMBOLS:** The Agency will cover (or remove) religious symbols during any period in which the UPK program is active.

6. **BUDGET AND PAYMENT FOR SERVICES:** Payments will be made to the Agency based upon $8,500 per pupil for the full-day program not exceeding $680,000 (i.e., the per pupil amount multiplied by the number of pupils served by the Agency) during the term of this Agreement. The District shall be financially responsible for students actually enrolled and attending in accordance with applicable UPK funding rules. The District shall not be obligated to pay for unfilled seats. The District shall make ten (10) equal monthly payments of

$68,000 starting in September 2026.

7. **EXECUTORY CLAUSE:** The Agency acknowledges that this Agreement shall be executory only to the extent that monies available to the District to contract for the UPK Program are allocated by the State of New York and the District shall have no liability under this Agreement to the Agency or anyone else beyond the monies appropriated by the State of New York and available for the services provided under this Agreement. The Agency further acknowledges that in the event the State of New York fails to allocate or reduces the appropriation for the services herein, the District reserves the right to terminate this Agreement without liability except for those expenses that were funded by the State of New York that were incurred by the Agency prior to the termination of this Agreement.

8. **SUBCONTRACTING:** The Agency shall not be entitled to subcontract or assign any of its rights or obligations under the terms of the Agreement without the express written permission of the District.

9. **REGULATIONS:** The Agency agrees to comply with all applicable regulations of the New York State Commissioner of Education; FERPA; Section 504 of the Rehabilitation Act of 1974; Title IX; Title VI, and Title VII.

10. **HEALTH AND SAFETY:** The Agency will follow all applicable health and safety guidelines, including those outlined by the New York State Education Department and by the New York State Department of Health.

11. **TERMINATION:** The District reserves the right to terminate this contract for

convenience upon thirty (30) days written notice to the Agency.

12. **INDEMNIFICATION:** The Agency agrees to indemnify and hold the District harmless for all claims arising out of its performance of this Agreement, except for such claim caused solely by the negligence of the District.

13. **INSURANCE REQUIREMENTS:** The Agency represents and warrants that it maintains all required insurance policies and meets the insurance requirements set forth in Section 11 of the RFP.

14. **RELATIONSHIP OF THE PARTIES:** The Agency is engaged by the District only for the purpose and extent set forth in this Agreement and its relation to the District shall, during the term of this Agreement, be that of an independent contractor. Neither the Agency nor any of its agents or employees shall be considered as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the District pertaining to, or in connection with any salary, term or condition or employment, health insurance, workers' compensation insurance or unemployment insurance or similar benefits as provided for District employees. The work contemplated herein must meet the approval of the District's Superintendent of Schools or their designee and shall be subject to the general inspection and supervision to
secure the satisfactory completion thereof. The Agency is not to be considered an agent or employee of the District for any purpose and the Agency and its employees are not entitled any benefits that the District provides to its employees. The Agency will be solely and entirely responsible for its acts during the performance of this Agreement. The work and service provided herein shall be performed by the Agency and shall be performed only be individuals made known by the Agency to the District and by no other persons.

15. **ENTIRE AGREEMENT AND NO MODIFICATION:** This Agreement (inclusive of its appendices) incorporates the full and complete understanding of the parties and includes all the terms and conditions agreed to by them. Any oral promises or representations which might have been made by either party to the other, which are not included in this Agreement, shall be considered to have no force or effect. No modification or waiver of any terms of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties.

16. **SEVERABILITY:** If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

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Anthony White Date
Superintendent
Wallkill Central School District

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Brian Masopust Date
Assistant Superintendent of Educational Services
Wallkill Central School District

~~Frank Nuti~~ Date
[TITLE]
School Time