

**EARLY CHILDHOOD INCLUSIVE
CLASSROOM PARTNERSHIP CONTRACT**

THIS AGREEMENT, entered into this 12th day of August, by and between the Iowa City Community School District (hereinafter referred to as the "ICCSA"), and Neighborhood Centers of Johnson County, P.O. Box 2491, Iowa City, IA, 52244, an Iowa non-profit corporation (hereinafter referred to as Vendor).

WITNESSETH:

WHEREAS, ICCSD is an Iowa school district which, as part of its educational services, desires to provide a Four-Year-Old Voluntary Preschool program; and

WHEREAS, Vendor desires to provide such services; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

A. Scope of Work.

- ICCSD agrees to and will provide classroom space at Grant Wood Elementary School, 1930 Lakeside Drive, Iowa City, IA for use as a Four-Year-Old Preschool classroom with space appropriate for teacher and student needs and numbers. The students will receive a minimum of 10 hours per week preschool program. The program must meet IQPPS or NAEYC accreditation standards. The program must meet all rules and regulations of the Four Year Old Statewide Voluntary Preschool Program (SWVPP). The classroom and facilities provided by the ICCSD shall comply with local, state and federal construction and fire codes as necessary and applicable for use as an educational occupancy.

The preschool classroom will be operated by the Vendor on the ICCSD school calendar. However, students will attend only between the hours of 8:00 a.m. and 3:30 p.m. daily. Vendor agrees to follow all ICCSD policies for cancellation due to inclement winter weather conditions, with respect to the operation of the preschool classroom in accordance with this Agreement. Vendor may utilize the space before and after the school day and during the months school is not in session.

- Vendor agrees to and will provide classrooms in the Vendor facilities at Broadway and Pheasant Ridge for use as Four-Year-Old Preschool classrooms with space appropriate for teacher and student needs and numbers. The classroom and facilities provided by the vendor shall comply with local, state and federal construction and fire codes as necessary and applicable for use as an educational occupancy.

The students will receive a minimum of 10 hours per week preschool program. The program must meet IQPPS or NAEYC accreditation standards. The program must meet all rules and regulations of the Four Year Old Statewide Voluntary Preschool Program (SWVPP).

The preschool classroom will operate on the ICCSD school calendar. However, students will attend only between the hours of 8:00 a.m. and 3:30 p.m. daily. Vendor agrees to follow all ICCSD policies for early-out, late-start, and cancellation due to inclement weather conditions, with respect to the operation of the preschool classroom in accordance with this Agreement.

B. Vendor Responsibilities. Vendor agrees to provide the following:

1. Use the CC.GOLD assessments with SWVPP students
2. Properly licensed early childhood education teachers.
3. Paraeducators that meet the requirements of the SWVPP rules and jointly agreed upon staffing for a quality preschool program.
4. Any and all necessary substitutes for the teacher and assistant teachers.
5. Use the district enrollment and emergencies cards
6. Comply with the district and state enrollment practices regarding Power School, the district's student database.
7. Access to a telephone and Internet access. Parents will be allowed to call the preschool telephone number. (Broadway/Pheasant Ridge)
8. Purchase curriculum materials, assessments and instructional supplies, including those curriculum and assessment materials adopted by the district and use instructional strategies supported by the district.
9. Tables, chairs, teacher desks, files, shelves, chalkboard/bulletin boards and other furniture including cots, blankets and sheets as needed to furnish a preschool classroom. (Broadway/Pheasant Ridge)
10. Equipment such as VCR/TV, microwave and refrigerator as available in the building (Broadway/Pheasant Ridge)
11. A fully accessible playground (Broadway/Pheasant Ridge)
12. Provide documentation on the status of IQPPS or NAEYC accreditation.
13. Supplies and materials for child care license compliance e.g. first aid kits, latex gloves, etc.
14. Copy service and paper
15. Teacher and child meals and food and drink for snacks.
16. Assistance in recruiting and enrolling children.
17. Transportation
18. Administrative support, supervision and training for the teacher and assistant teachers
19. Safety, emergency and evacuation procedures to the teacher and paraeducator
20. Custodial services for the classroom (Broadway/Pheasant Ridge)
21. Student attendance, achievement and demographic information as required by the District and the State of Iowa.

- C. **District Responsibilities.** In consideration of Vendor's provision of the materials and services as outlined above in connection with the Four-Year-Old Preschool program, ICCSD agrees to provide the following:
1. Purchase CC.GOLD assessments for students in the SWVPP
 2. Tables, chairs, teacher desks, files, shelves, chalkboard/bulletin boards and other furniture as needed to furnish a preschool classroom.(Grant Wood)
 3. Equipment such as VCR/TV, microwave and refrigerator as available in the building (Grant Wood)
 4. A fully accessible playground, common area and library. The schedule for use shall be mutually agreed upon. (Grant Wood)
 5. Minor administrative support from District office staff as requested by the Vendor. (Grant Wood)
 6. Preschool education consultant and supports as provided the district.
 7. Computer for teacher use. (Grant Wood)
 8. Licensed nursing staff. (Grant Wood)
 9. Support from district safety coordinator for environmental testing and playground safety.
 10. Access to telephone and internet services. (Grant Wood)
 11. Cost of utilities (Grant Wood)
 12. Access to District professional development training by Vendor teacher and assistant teachers.
 13. Custodial services for the classroom (Grant Wood)
 14. Snow removal services.
 15. Provide safety, emergency and evacuation procedures to the teacher. (Grant Wood)
 16. Parking for parents who transport children and attend meetings. (Grant Wood)
- D. **Professional Development.** Teachers in the program are required to participate in staff development training offered by the district. This training will occur during Thursday early release time and during the school day throughout the year. The District will provide a schedule of the trainings to the Vendor. Other trainings may be offered by Grant Wood AEA. Vendors with afternoon half day statewide preschool programs will release those teachers to attend the Thursday trainings and will provide a substitute and classroom coverage.
- E. **Universal Policies and Procedures.** As required for the state IQPPS qualifications, the District and Vendor agree to create universal policies and procedures for operation the Four-Year Old Preschool Program.
- F. **Health Policies.** In the event Vendor health policies conflict with ICCSD policies regarding exclusion of children due to communicable illness such as chicken pox, strep throat, measles, impetigo, lice, scalp ringworm or any other illness requiring exclusion by the Johnson County Department of Public Health, Vendor policies will take precedent. Vendor shall follow ICCSD health policies for administration of medications.

- G. Compensation. . In exchange for the services and facilities provided by Vendor hereunder, ICCSD shall pay to Vendor \$2,700 per student for 72 students for a total of \$194,400 in nine monthly payments of \$21,600 which shall include the cost of the lease, maintenance, utilities, insurance, teachers, assistant teachers, curriculum and instructional materials and assessments, snow removal, meals and snacks. Monthly payment is due no later than the 15th of each month beginning in September. Additional costs must be determined through mutual agreement and shall be included in the monthly lease.

An enrollment audit will be conducted on September 15 and December 15 and March 15. If the number of students enrolled in the 4 year old program is less than specified in the contract, the compensation may be adjusted beginning in the following month for the actual number of students served.

- H. Applicable Law and Policies. Vendor agrees to comply with all local, state and federal laws relating to teacher qualifications, functions, supervision, and in-service education, including compliance with Title VI of the Civil Rights Act of 1964, the United States Constitution, and the Iowa Constitution in the performance of its services hereunder. Vendor agrees to follow the building safety and emergency procedures and policies.
- I. Insurance. Vendor shall carry, at all times, and maintain in full force and effect, at its sole expense, professional liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, and the aggregate of three million dollars (\$3,000,000). Upon ICCSD's request, Vendor shall provide proof of such insurance.
- J. Asbestos and Construction. ICCSD will develop an asbestos management plan as required under AHERA regulations.
- K. Confidentiality. ICCSD will be supplying to Vendor confidential information concerning the District and its students. Vendor agrees to treat with confidentiality all information provided by and relating to ICCSD and any of the individuals who may be enrolled in the preschool program. Vendor shall use the confidential information solely for the purposes called for under this Agreement and shall ensure that no individual, other than those who have the need for said information in the performance of job duties called for under this Agreement, shall have access to said information. Such confidential information will include duplicated copies of criminal and abuse background information on teachers and associates and student enrollment, emergency and immunization records.
- L. Term and Termination. This Agreement shall be for the term of the 2011-12 school year with the option to renew. The contract will automatically renew unless either party serves notice by May 1. It is contemplated by the parties that the termination of this Agreement shall be May 31, 2012 unless the school year is extended for inclement weather make-up days or other events beyond the control of ICCSD, in which case the termination of this Agreement may extend to a later date.

Notwithstanding the foregoing, this Agreement may be terminated earlier upon either party breaching its obligations under this agreement.

- M. Indemnification. Vendor shall indemnify, save, and hold harmless ICCSD, its employees and agents, against all claims, liabilities and court awards, including costs, judgments, expenses, and attorney's fees incurred as a result of any acts or omissions of Vendor in the performance of this Agreement.
- N. Complete and Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and there are no representations, warranties, or prior understandings except as expressly set forth herein.
- O. Not Controlling. The titles contained in this document are for the convenience of parties only and shall not have any binding effect.
- P. State Law and Jurisdiction. To the extent not pre-empted by federal law, this Agreement shall be construed in all respects under the laws of the State of Iowa. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement.
- Q. Assignability. Vendor's obligations under this Agreement are personal and may not be assigned or delegated or transferred in any manner, without the express written consent of ICCSD.

THE PARTIES HERETO have executed this Agreement as of the date above written. Vendor and ICCSD acknowledge that each of them has carefully read this Agreement, that each of them has had the opportunity to consult an attorney and/or certified public accountant, to have any questions concerning this Agreement explained to them, and that each of them understands its final and binding effect, that the only promises made to Vendor and ICCSD to sign this Agreement are those stated in this Agreement and that Vendor and ICCSD are each signing this Agreement voluntarily.

IOWA CITY COMMUNITY SCHOOL DISTRICT

Dated: 8/26/11

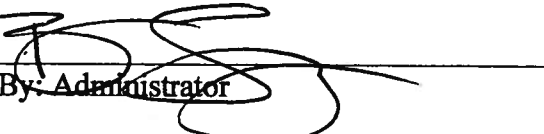

By: Superintendent

Neighborhood Centers of Johnson County

Dated: 8/16/11


By: President

Dated: 8-15-11


By: Administrator