

This agreement is an example, meant for illustrative purposes only. This sample is not intended to prescribe approaches or limit collaborative flexibility and creativity.

AGREEMENT

THIS AGREEMENT, effective the _____ day of _____
by and between the BOARD OF EDUCATION OF THE COUNTY OF _____
("BOE") and Child Care Center.

WHEREAS, the demand for full-day child care services for children enrolled in _____ County continues to increase because many of the families eligible for Pre-School are also involved in a work activity related to or receiving benefits from the West Virginia Department of Health and Human Resources; and

WHEREAS, CCC operates a Center for children ages three (3) months through twelve (12) years at _____ ; and

WHEREAS, the parties have agreed to collaborate in the delivery of Pre-School services for up to twenty (20) children at the Center in the program known as "Pre-School"; and

WHEREAS, the BOE will employ one (1) pre-school teacher to be assigned to the Center operated by CCC and pay a monthly fee to CCC in the sum of \$_____ per month.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. The BOE will employ one (1) pre-school teacher and assign such teacher to CCC to recruit, identify and enroll eligible Pre-school children and families and to provide the services identified in the WV Rule 126CSR28.

2. CCC will operate at its Center at _____,
West Virginia, a full day, pre-school program that will serve up to twenty (20) 4 year old
children.

3. The BOE will pay to CCC a fee in the sum of \$_____ per month
beginning on the _____ day of _____.

4. CCC will provide meals to the Pre-school children at no cost.

5. The BOE will not bear any costs of the child care services provided by the CCC.

6. CCC will maintain all state required licenses and current inspections and make
them available to the BOE or its designated representatives

7. The children enrolled in Pre-school will be enrolled in one classroom at the
Center. The classroom will be served by one classroom assistant employed by CCC.

8. CCC will maintain liability insurance in an amount of not less than One Million
Dollars (\$1,000,000.00) in order to protect the BOE and its employees from any and
all liability in connection with the administration of the program by CCC. Proof of
insurance must be provided by CCC to the BOE and the BOE should be listed as an
additional insured on such insurance and otherwise provided notice of cancellation or
termination of insurance.

9. CCC also agrees to indemnify and hold harmless the BOE from any and all
liability in conjunction with the administration of the program by CCC at or in
conjunction with this program including but not limited to liability arising from
intentional or negligent acts at the Center or in connection with the transportation of
children to and from the Center.

10. CCC agrees not to discriminate on the basis of sex, religion, race, color, handicap, creed, national origin, disability, age or marital status of parents.

11. This Agreement is for a term beginning _____ and ending _____, and may be renewed by written mutual consent of the parties for additional one year term or terms and conditions mutually agreed upon in writing.

12. This Agreement may be terminated by either party upon thirty (30) days written notice. Further, the BOE retains the right to immediately terminate this Agreement, within its discretion, for any reason the BOE deems advisable, including but not limited to, the failure of CCC to fulfill the terms and conditions of this Agreement or otherwise within the sole discretion of the BOE.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed on duplicated originals.

Child Care Center

By _____

Its _____

THE BOARD OF EDUCATION OF
THE COUNTY OF _____

By _____