

AGREEMENT

AGREEMENT made this __day of July, 2006 between the ANONYMOUS CENTRAL SCHOOL DISTRICT (hereinafter "School District" or "Board of Education"), a municipal corporation duly organized pursuant to the laws of the State of New York with its principal place of business located at ???, and ???. (hereafter "CCRR"), a not-for-profit corporation duly organized pursuant to the laws of the State of New York with its principal place of business located at ???.

PROGRAM and STAFF DEVELOPMENT CCRR will provide Board of Education with:

- (1) On-site technical assistance visits to work on the training topics specific to each classroom offering Universal Prekindergarten.
- (2) Assistance in setting up and maintaining the classroom to promote optimal learning.
- (3) Administrative Organization of Prekindergarten program reviewing and assessing applications, placing eligible students and monitoring student participation.
- (4) Resource materials relating to technical assistance including articles, resource books, children's books, bibliographies, assessment tools, etc.
- (5) Assistance in the self-study process for Accreditation with the National Association for the Education of Young Children (NAEYC).

CURRICULUM DEVELOPMENT CCRR will foster smooth transitions between Prekindergarten providers and ANONYMOUS CENTRAL SCHOOL DISTRICT Kindergarten by participating in the Anonymous Pre-School Council.

PARENT DEVELOPMENT AND INVOLVEMENT CCRR will provide Board of Education with at least one workshop per Universal Prekindergarten program for parents.

TERM The term of this Agreement shall commence on July 1, 2006 and shall continue until June 30, 2007. In the event that either party elects to terminate this Agreement, the party so electing shall immediately notify the other party, by regular mail, of the decision to terminate this Agreement but in no event shall either party terminate this Agreement without sending such notice by no later than thirty (30) days prior to the date of termination. CCRR agrees to send such notice to the Board of Education at ???. All notices pursuant to this paragraph shall be by certified mail, return receipt request.

DUTIES During the period of the Agreement, CCRR shall devote its best efforts to the Board on those occasions when performing its services for the Board.

PLACE OF PERFORMANCE OF SERVICES It is understood and agreed that the CCRR shall perform its services at such places as the Board and CCRR shall designate.

TIME REQUIREMENTS Whenever CCRR undertakes to perform services for the Board, it shall devote the required amount of time necessary to properly accomplish the performance of those services.

FEE FOR PROFESSIONAL SERVICES CCRR will provide (1) the services referred to in the sections captioned PROGRAM and STAFF DEVELOPMENT, CURRICULUM DEVELOPMENT and PARENT DEVELOPMENT and INVOLVEMENT; (2) technical assistance and oversight for the Board of Education's recruitment process; and (3) writing of the proposal for a total professional services fee of \$300 per participating student.

PAYMENT SCHEDULE FOR PROFESSIONAL SERVICES School District will make FIVE payments of one-fifth of the total each, to CCRR in accord with the following schedule. The first payment shall be made upon the signing of this Agreement by the Board of Education. Subsequent payments will be made on or about November 1, 2006, January 1, 2007, March 1, 2007, and May 1, 2007. In the event that CCRR fails to comply with this Agreement, Board reserves the right to withhold all or any portion thereof of any remaining payments not yet made to CCRR. Payments received by CCRR for services that are not provided due to the termination of this Agreement shall be refunded to the School on a pro rata basis.

TERMINATION OF AGREEMENT In addition to the provision in the section of this Agreement captioned TERM, this Agreement may also be terminated at any time by the mutual written consent of the Board and CCRR.

RELATIONSHIP BETWEEN PARTIES CCRR is engaged by the Board only for the purpose and to the extent set forth in this Agreement and its relation to the Board shall, during the period of its engagement and service hereunder, be that of an independent contractor. CCRR shall be free to dispose of such portion of its entire time, energy and skill as CCRR is not obligated to devote hereunder to the Board as CCRR sees fit and to such persons, firms or organizations as CCRR deems advisable. CCRR shall not be considered under this provision of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any plans, arrangements or collective bargaining agreements by the Board pertaining to, or in connection with any salary, term or condition of employment, health insurance, workers compensation insurance or unemployment insurance or similar benefits as provided for employees. The work contemplated herein must meet the approval of the Superintendent of Schools or his designee and shall be subject to the general right of the Superintendent of Schools of inspection and supervision to secure the satisfactory completion thereof. CCRR is not entitled to any benefits that the Board provides to employees. CCRR is not to be considered an employee of the Board for any purpose and CCRR is not entitled to any benefits that the Board provides to employees. CCRR will be solely and entirely responsible for its acts during the performance of this Agreement. The work and services provided for herein shall be performed by CCRR, and no other agency shall be engaged upon such work or services.

SUBCONTRACTING CCRR shall not be entitled to subcontract or assign any of its rights or obligations under the terms of this Agreement without the express written permission of the Board.

ENTIRE AGREEMENT This Agreement incorporates the full and complete understanding of the parties and includes all of the terms and conditions agreed to by them regarding the engagement of CCRR. 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 of the terms of the Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties.

CONSTRUCTION This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

SAVINGS CLAUSE If any provision of this Agreement shall be found to be contrary to either Federal or State law, then such provision shall not be deemed valid and subsisting but the remainder of the Agreement not so effected shall remain in full force and effect.

CAPTIONS The captions used in this Agreement are for convenience only and shall not affect in any way the meaning and interpretation of the provisions set forth herein.

WHEREAS, the Board of Education has approved the terms and conditions of this Agreement, and has authorized the President of the Board and Superintendent of Schools to execute the Agreement in its behalf, and

WHEREAS, CCRR has approved the terms and conditions of this Agreement, and has authorized its Executive Director to execute the Agreement in its behalf,

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement effective on the day and year first above written.

ANONYMOUS CENTRAL SCHOOL DISTRICT

By: _____
President

By: _____
Superintendent of Schools

CCRR

Executive Director