AGREEMENT

THIS AGREEMENT is made this _____day of _____, 20____, by and between THE SCHOOL DISTRICT OF THE CITY OF YORK of York City, York County, Pennsylvania, hereinafter referred to as "DISTRICT", and "MARION HOWARD, an adult individual, of York City, York County, Pennsylvania, hereinafter referred to as "HOWARD".

WITNESSETH:

WHEREAS, the District has a need for a day care center in the William Penn High School (High School), 101 W. College Avenue, York, PA, primarily to provide day care services for infants and toddlers of student attending the District's schools in the District; and

WHEREAS, a day care center in the High School would allow students with children to continue with their schooling in the District and hopefully graduate; and

WHEREAS, in the event there are day care spaces available over and above what is needed for students children, the day care center at the High School could also provide day care services for children of employees with the District; and

WHEREAS, Howard owns and operates a day care center under the fictitious name William Penn Little Feet Infant/Toddler Center and desires to operate her day care center at the High School; and

WHEREAS, the District and Howard have reached an agreement in this matter and desire to set forth such agreement in writing.

NOW, THEREFORE, intending to be legally bound hereby, the District and Howard agree as follows:

1. DAY CARE CENTER The District hereby agrees that Howard is hereby licensed by the District to operate a day care center under the name of William Penn Little Feet Infant/Toddler Center at the High School and for no other purpose.

2. LOCATION OF DAY CARE CENTER Howard shall operate the day care center in rooms C102 Little Feet, C102c Toddler Room and C102 D Infant Room on the first floor of the High School. The room has a maximum capacity of 50. Howard has a certificate from the PA Department of Welfare to provide day care services for not more than 38 children at any time, provided the room capacity is at least 38 persons.

3. PRIORITY OF ENROLLMENT Students in the District who have children shall have the first priority to enroll their child (ren) in the day care center. If the day care center has additional spaces after all of the students children are enrolled, then District employees shall have the second priority to enroll their children in the day care center. If the day care center has additional spaces after employees children are enrolled, then the day care center may enroll children from members of the public in general, with preference being given to those

parent(s) who live in the City of York. It specifically understood and agreed between the District and Howard that the day care center will only be enrolling infants and toddlers.

4. TERM The license from the District to Howard for the operation of the day care center shall be for the period from 2011 to 2012. The day care center will only operate only when school for the students at the High School is in session and from the hours of 7:15 a.m. until 4:15 p.m.

5. TERMINATION The District reserves the right to terminate this license and Agreement at any time, without cause, with 30 days advance written notice to Howard. In addition, if Howard violates any of the terms and conditions of this Agreement, the District shall have the right to terminate this license and Agreement, in writing immediately, in which event Howard shall forthwith vacate the day care center premises. Howard shall have the right to terminate this Agreement upon 60 days advance written notice to the District.

6. CRIMINAL HISTOR Y RECORDS AND CLEARANCES Howard and all of Howard's employees and individuals working at the day care center shall provide to the District's Business Manager, prior to beginning work at the day care center:

   A. Criminal history records set forth under Section 1-111 of the PA School Code (24 P.S. s 1-111) which records must show that neither Howard nor any of her employees and individual intending to work the day care center has a conviction for any of the offenses under Section 1-111 (e) of the PA School Code. No individual convicted of any of the crimes under Section 1-111 (e) of the PA School Code shall work in the day care center at any time.

   B. Official Clearance Statement from the PA Department of Public Welfare as set forth under Section 6355 of the PA Domestic Relations Code (23 Pa.C.S.A.S. s6355) which statement must show that neither Howard nor any of her employees and individuals intending to work in the day care center has been named as perpetrator of an indicated or a founded report of child abuse. No individual who has an indicated or founded report of child abuse under Section 6355 of the PA Domestic Relations Code shall work in the day care center at any time.

7. INDEMNIFICATION During the term this Agreement and any extension or renewal hereof, Howard shall indemnify and hold harmless the District, its board members, officers, and employees from any and all liability with respect to the operation of the day care center on the District's property and for damages to anyone's personal property and personal injury to any persons, including, reimbursement of the District's attorney's fees and cost in defending against any such claim.

8. INSURANCES Howard shall provide to the District's Business Manager, prior to beginning operation of the day care center, certificates for the following insurance coverage's at

Howard's sole cost and expense, maintain the same, and name the District as an additional insured:

A. Comprehensive general liability with a minimum limit of $1,000,000.00 which coverage must include premises, personal injury, and property damage.
B. Worker's compensation.

9. FINANCIAL INFORMATION AND DOCUMENTATION Howard shall provide the Board of School Directors (board) of the District all financial information and documentation as may be requested from time to time by the Board. When requested by the Board, such financial information and documentation shall be provided promptly to the Board. Failure to provide such financial information and documentation promptly shall result in the immediate termination of this license and this Agreement.

10. INDEPENDENT CONTRACTOR Howard, in the operation of the day care center, shall at all times be an independent contractor and shall not be an employee or agent of the District, and all persons dealing with dealing with the day care center shall by advised by Howard that the day care center is being run by Howard and not by the District.

11. STUDENT COSTS All costs to be charged to a District student for the enrollment of his or her child (re) in the day care center shall be submitted to the Board of the District and be subject to the approval of the Board prior to the charging of such costs to a District student.

12. DISTRICT POLICIES, RULES AND REGULATIONS Howard and all of her employees and individuals working in the day care center shall be subject to, and shall abide by, District policies and school building rules and regulations.

13. USE OF ANCILLARY FACILITIES In addition to the use of rooms C102 Little Feet, C102c Toddler Room and C102 D Infant Room for the operation of the day care center, Howard and her employees and individuals working in the day care center shall be entitled to the non-exclusive use of the nearest bathrooms and access, ingress and egress to and from the room from the main W Princess Street entrance to the High School.

14. CARE OF PREMISES Howard is responsible for, and will take good care of the day care center room and all of the property in the room. Howard agrees to pay for any damage caused by Howard, and Howard's employees and individuals working in the day care center.

15. RIGHT TO ENTER PREMISES Howard agrees that the District's representatives have the right to enter the day care center room at reasonable times, and to inspect the room, to make repairs, to do maintenance, and to show the room to others.

16. UTILITY SERVICES The District agrees to pay for the charges for utilities and services supplied to the room as follows:

Charge or Service:
Electric, water, heat, and air conditioning.

The District reserves the right to turn off temporarily any utility or other service to the room in order to make repairs or do maintenance.

In witness hereof, the presenter have executed this agreement on the date written above.

Witness:

_____ _____

Marion Howard

Witness/Attest: The School District of the City of York

_____ _____

By: Dr. Deborah L. Wortham, Superintendent

DRAFT