

SACC AGREEMENT

AGREEMENT made this day of September 3, 2020, between the WATERFORD-HALFMOON UNION FREE SCHOOL DISTRICT (“District”) and the SCHOOL AGE CHILD CARE (SACC).

1. The Board of Education of the Waterford-Halfmoon Union Free School District (Board) has determined that the premises described below are not needed for school purposes during the proposed times of use.
2. The Board has determined that the use of such premises during non-school hours will not be disruptive of normal school operations.
3. The Board has determined that the consideration paid by SACC will fully compensate the District for the use by SACC, and that no identifiable expense to the taxpayers of the District will result from such use.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. The District does hereby grant to SACC the use during non-school hours of certain premises located within the structure commonly known as the Waterford-Halfmoon School for (a) morning child care from 7:00am – 9:10am; (b) afternoon care from 2:00pm to 6:00pm; (c) half-day child care 11:20am – 6:00pm on days when the District has scheduled half-day dismissals; (d) full-day child care, 7:00am – 6:00pm, on the following recess days: the day before Thanksgiving; all Christmas recess days except December 25 and January 1; Martin Luther King Jr. Day; winter recess (February) weekdays, except Presidents’ Day; spring recess weekdays except Good Friday; summer recess days except July 4 and one weekday preceding or following July 4, 2017 to be determined prior to the end of the school year. In addition, the facility will not be available to SACC (a) on dates when the District deems that construction in the school building is cause to not permit use of the facility, (b) on days when school is closed due to an unanticipated emergency, including but not limited to such instances as snow days, or during the morning when the opening of school is delayed or in the afternoon on the occasion of an early dismissal due to an unanticipated emergency, including but not limited to such instances as inclement weather or poor driving conditions, or (c) on any date designated by the District when no District employees are required to work.
2. The premises to be occupied by SACC for child care include: one-half of the cafeteria or the MPR as designated by the District; elementary gymnasium when available; outside play areas that are not used by District athletic teams; classrooms as designated by the District. The entire cafeteria may be used during the student in-session school year after the high school late bus at 3:40pm and usage does not conflict with any special events held by the district in the cafeteria.
3. SACC shall take good care of any District equipment and premises and shall at its own cost and expense cover the cost of all repairs made by the District necessitated by the action of SACC, and at the end or expiration of the occupancy by SACC, SACC shall deliver up the premises in good order or condition, excluding reasonably expected wear and tear.
4. SACC shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, and local governments, and by all of their departments and

bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with the said premises during their occupancy and shall comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters or its successors body, at the cost and expense of SACC and will comply with regulations and inspections of the local fire district.

5. SACC shall not make any alterations to any of the premises
6. SACC agrees that the District and its representatives shall have the right to enter into any part of the building at any time it is being used by SACC.
7. SACC shall not cause the sidewalk, entrance, stairs or halls to be obstructed in any manner.
8. SACC will pay a fee equal to \$100 monthly to cover normal wear from, and labor and supplies necessitated by, daily operations of the child care program. This amount will be paid to the Waterford-Halfmoon Union Free School District in one of the following manners, agreed upon in advance between the parties: (a) \$1200 paid in full on or before September 30, 2020; (b) two installments of \$600, the first of which will be paid on or before September 30, 2020, the second of which will be paid on or before March 5, 2021; (c) monthly installments of \$100, beginning September 30, 2020, and due the first of the month each month thereafter.
9. It will be the responsibility of the SACC on-site director to contact the district office on a weekly basis to assure the use of the facilities for the upcoming week is clear.
10. SACC must follow all guidelines for COVID-19 as provided by the New York State Department of Health in regards to before and after school daycare.
11. The period of agreement for such use will be September 3, 2020 through August 31, 2021.

SIGNATURES:

For the District

Date

For School Age Child Care

Date