

SUPERVISOR COPY

MANAGEMENT AGREEMENT FOR NEW PALTZ CHILD CARE CENTER

This Agreement made this day of November, 1995, between the ULSTER COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES), an educational corporation organized and existing under the education laws of the State of New York in the County of Ulster, with offices at 175 Route 32 North, New Paltz, New York, with mailing address of 175 Route 32 North, New Paltz, New York 12561, and

NEW PALTZ CHILD CARE CENTER, INC., a not-for-profit corporation formed under the Not-for-Profit Corporation Law of the State of New York with offices at 1 Veteran's Drive, New Paltz, New York 12561, with mailing address of P.O. Box 550, New Paltz, New York 12561.

WITNESS:

WHEREAS the TOWN OF NEW PALTZ, with the assistance of a Small City Community Development Block Grant, has acquired a facility at Sunset Ridge, New Paltz, New York, which has been approved by the New York State Department of Social Services as a child care facility hereinafter called "FACILITY" and

WHEREAS in our society and economy it is often necessary for the primary care-giver to seek outside employment to provide for the necessities of the family, and

WHEREAS the surveys and demographics of the TOWN OF NEW PALTZ have shown that there is a need for child care for infants and toddlers in the New Paltz area, especially among low to moderate income families, and

WHEREAS it is in the best interest of New Paltz and society that infants and toddlers of employed primary care-givers be provided with certified and safe child care at approved facilities and under the guidance of trained and supervised personnel, and

WHEREAS the TOWN OF NEW PALTZ has applied for and received a Small City Community Development Block Grant for the acquisition of the aforesaid child care facility, and

WHEREAS the NEW PALTZ CHILD CARE CENTER, INC., was incorporated as a not-for-profit corporation under the laws of the State of New York for the express purpose of providing child care to infants and toddlers of the New Paltz area, and

WHEREAS the NEW PALTZ CHILD CARE CENTER, INC., will be responsible for providing the organization and implementation of the child care program, and

WHEREAS the NEW PALTZ CHILD CARE CENTER, INC., requires certified, responsible and fully trained child care personnel to man and implement its child care center, and

WHEREAS BOCES is an educational institution which can supply certified personnel for supervision and management of the child care facility, and

WHEREAS in addition to providing the child care/supervision position, BOCES may use the New Paltz Child Care Center facility as a learning experience and training laboratory for interested child care students,

NOW therefore in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. Pursuant to this Agreement with the NPCCC, Inc., BOCES shall provide One (1) qualified individual to supervise and manage a child care center, hereinafter called the "Center." Such personnel shall possess current certificates or licenses to be so employed to the extent required by laws or regulations of the State of New York, its departments and agencies. Such personnel shall

be an employee of BOCES and BOCES shall be responsible for the payment of the compensation. BOCES shall submit the name of its employee assigned to the Center to NPCCC, Inc., prior to assignment to the Center. NPCCC, Inc., shall notify BOCES within five (5) business days of any objection to the assignment. BOCES shall consider any such objections raised in assigning personnel to the Center. NPCCC, Inc., shall pay to BOCES annually the total cost for salary and benefits for the head of group/site manager. Payments will be made prospectively on a monthly basis commencing on September 1, 1995.

2. NPCCC, Inc., shall address any concerns in connection with the staffing, supervision or management of the Center to BOCES in writing and BOCES shall respond in writing to those concerns.

3. NPCCC, Inc., shall provide an insurance policy of general liability for itself naming the TOWN OF NEW PALTZ and BOCES as additional insureds on a One Million Dollar (\$1,000,000.00) liability insurance policy with a rider or endorsement insuring against sexual abuse and/or molestation of any enrolled infants and toddlers with an endorsement limit of \$100,000.00.

4. Except for the management personnel provided by BOCES, who shall be designated as the head of the group/site manager, all employees shall be hired by the New Paltz Child Care Center, Inc. BOCES shall supervise the other employees and make recommendations of employment and termination to NEW PALTZ CHILD CARE CENTER, INC.

5. This Agreement shall continue on the terms and conditions provided herein unless revised by mutual agreement between the parties or upon six (6) months notice by one party to the other of termination, at the address specified in the preambles to this Agreement. This provision shall not apply to the determination of the annual fee which shall be agreed upon between the parties at least thirty (30) days prior to the annual renewal date of the contract. If no agreement is reached

by the thirtieth day prior to the annual renewal date, either party shall have the right to terminate the Agreement at the conclusion of the annual renewal date.

Dated: _____, 1995

ULSTER COUNTY BOARD OF
COOPERATIVE SERVICES (BOCES),

By: *[Signature]*

NEW PALTZ CHILD CARE CENTER, INC.

By: *[Signature]* 1/29/96