

# AGREEMENT TO SCHOOL AGE CHILDCARE PROGRAM

## Amended areas highlighted

This Agreement made this 7th day of February, 2022, by the Board of School Trustees of the West Lafayette Community School Corporation, herein referred to as "WLCSC", and NCJustice, LLC, herein referred to as "Safe Harbor Before & After School Care".

WHEREAS, WLCSC desires to conduct a school age child care program, as defined in I.C. 20-26-5-2 and this agreement, which shall be operated and controlled by Safe Harbor Before & After School Care; and,

WHEREAS, WLCSC has made available to Safe Harbor Before & After School Care a portion of its' physical facilities located in West Lafayette Intermediate School and West Lafayette Elementary School (formerly Cumberland Elementary) in West Lafayette, Indiana for the purpose set forth by Safe Harbor Before & After School Care.

NOW, THEREFORE, it is agreed as follows:

### **Safe Harbor Before & After School Care shall be responsible for the following:**

1. Safe Harbor Before & After School Care shall pay to WLCSC, as a reimbursement for providing security, maintenance, utilities, and other costs directly attributable to the use of the building for the school age child care program, the sum of:
  - \$250.00 per month for September through May, payable by the 20<sup>th</sup> of the prior month; and,
  - \$625.00 per month for full-time use during the months of June and July, payable by the 20<sup>th</sup> of the prior month; and,
  - Transportation costs will be charged at \$60.00 per hour, when required.
2. Safe Harbor Before & After School Care shall exercise reasonable care of real and personal property made available it and to assure that it is not damaged or defaced nor permit any alteration to the facilities without the prior written consent of WLCSC.
3. Safe Harbor Before & After School Care shall:
  - a. Abide by all of the Indiana Department of Education (IDOE) guidelines and maintain current licensure;
  - b. Maintain Student/Staff ratios per IDOE requirements/guidelines;
  - c. Furnish a list of staff members and their qualifications;
  - d. Not be discriminatory in their hiring or enrollment practices;
  - e. Furnish a list of students at each building;
  - f. Be evaluated annually by school administration;
  - g. Provide accommodations to special needs students when possible;
  - h. Provide parents with a handbook describing program, policies, rules and regulations of operation and conduct, and include information about incident reports, children signing in and out of care, individuals authorized to pick up children, parent conferences, sick children, registration procedures, fees and schedule of payments; daily parent involvement, snacks, and school closings;
4. Safe Harbor Before & After School Care shall provide all necessary adult supervision for all programs conducted on WLCSC's facilities. The ratio of students to adult supervision may not exceed 15:1 or 30:2; if ratio of students increases, staff size will increase as well.
5. Safe Harbor Before & After School Care shall provide all janitorial and custodial services for its use of the facilities or reimburse WLCSC for such services, as desired.

6. Safe Harbor Before & After School Care agrees to indemnify and hold harmless WLCSC from liability, loss, cost, damages, and/or expense including attorneys' fees, resulting from injury or death, or damage arising from the use, misuse or control by Safe Harbor Before & After School Care or any of the participants in its program on property owned by WLCSC. Safe Harbor Before & After School Care shall not be required to indemnify or hold WLCSC harmless if the bodily injury, death or damage results from the negligence of WLCSC, its agents or employees.
7. Safe Harbor Before & After School Care shall carry all such fire, extended coverage, water damage, or other types of insurance as provided herein, naming WLCSC as an additional insured and shall provide a certification of insurance to WLCSC.  
  
Policy with coverage of \$1 million property damage (each occurrence); \$1 million bodily injury (each occurrence); \$1 million sexual misconduct & molestation (each loss) and errors and omissions \$1 million (each loss).
8. Safe Harbor Before & After School Care shall not assign, mortgage, encumber, or transfer this agreement, or sublet the premises or grant a license or concession to another party without the written consent of WLCSC.
9. Safe Harbor Before & After School Care shall abide by and enforce any and all rules and regulations of WLCSC.
10. Safe Harbor Before & After School Care shall not use the premises in any manner, which constitutes a violation of any ordinance, statute, regulation or other order of any governmental authority. Safe Harbor Before & After School Care shall place no sign on the exterior of the facilities without prior written consent of WLCSC.
11. Safe Harbor Before & After School Care hereby further agrees that all of its agreements contained in this contract shall be construed as conditions, and that upon the failure of Safe Harbor Before & After School Care to comply with any of said conditions, WLCSC shall have the right to terminate this agreement in the event such default is not remedied by Safe Harbor Before & After School Care after ten (10) days written notice. The failure of WLCSC to exercise this option shall not preclude WLCSC from thereafter exercising this option and from exercising any other remedies available to it for the breach of said agreement.

**West Lafayette Community School Corporation (WLCSC) shall be responsible for the following:**

1. Providing Safe Harbor Before & After School Care the West Lafayette Elementary School (formally Cumberland Elementary) cafeteria, gym and playground for the school year and the cafeteria, gym and playground during the summer months.

Providing Safe Harbor Before & After School Care the West Lafayette Intermediate School community room, gym and playground, and during the summer the use of the cafeteria, in addition to the other rooms noted. Beginning June 1, 2022, summer care will be rotated between the West Lafayette Intermediate School and the West Lafayette Elementary School. Safe Harbor Before & After School Care may also add signage to the playground noting the playground is not accessible to the public until after 6 p.m.

Safe Harbor Before & After School Care is granted a non-exclusive right of ingress and egress to the premises by way of such entrances and common areas, and access to the restroom and water fountains located near the areas in use.

2. All utility charges for water, sewer, electricity and heat.

3. Furnishing the premises with tables and chairs suitable for children, ages six to 12, and a desk with chair. Safe Harbor Before & After School Care shall be permitted to place a refrigerator in the premises.
4. All required maintenance and repair to the facilities. Any maintenance, repairs, modifications or replacements, which become necessary by reason of the acts or omissions of Safe Harbor Before & After School Care, its agents, employees, or participants in its program, shall be the responsibility Safe Harbor Before & After School Care.
5. WLCSC shall provide alternative space during cleaning, repair, maintenance, or renovation of designated areas for similar activities as practical.

**Additionally, both parties to the agreement agree to the following:**

1. The access hours of the school age child care program at West Lafayette Elementary School shall be from 6:50 a.m. to 8:45 a.m. and from 3:00 p.m. to 6:30 p.m., on all days when school is open for students or teachers and from 6:00 a.m. to 6:30 p.m. on weekdays when school is not in session.
2. The access hours of the school age child care program at West Lafayette Intermediate School shall be from 1:45 p.m. to 6:30 p.m. Snow day make-up or other emergency days shall be contingent upon school not being in session on those dates. Snow day make-up or other emergency scheduling by WLCSC shall have preference for use of the facility. No other use of the facilities shall be permitted without the prior written consent of WLCSC.
3. During the summer months, Safe Harbor Before & After School Care will offer spaces to West Lafayette students for two weeks in advance prior to offering spaces to other children.
4. Air conditioning thermostats will be maintained at a 75-degree setting during the above hours of use for the months of May, June, July, August, and September, unless alternative arrangements are made with the Business Office.
5. Any and all improvements made on the subject real estate, except for removable equipment, shall become a part of the real estate and at the termination of this agreement, become the property of WLCSC.
6. If the premises are damaged or destroyed by fire or other cause, WLCSC shall determine the feasibility of repair to the facility. If it determines repairs are not feasible then WLCSC may terminate this agreement by giving Safe Harbor Before & After School Care notice of such intent within thirty (30) days after its determination.
7. WLCSC and Safe Harbor Before & After School Care and all parties claiming under each of them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered by insurance coverage on the facility.
8. Any non-school days, during the school year, room availability to be agreed upon by Safe Harbor Before & After School Care and WLCSC.
9. The term of this agreement shall be from June 1, 2022 through May 31, 2023. If the school year extends beyond June 1, 2023, the term of this Lease shall be extended for a corresponding period at the option of Safe Harbor Before & After School Care. Rent due shall be prorated.

10. This agreement can be extended for an additional year by mutual agreement of both parties in writing.

11. Any notices to be given hereunder should be addressed as follows:

A. WLCSC: Superintendent  
West Lafayette Community School Corporation  
130 North Salisbury Street  
West Lafayette, Indiana 47906

Facilities Director (day-to-day operations)  
WLCSC Facilities Office  
1000 Cumberland Avenue  
West Lafayette, Indiana 47906

B. Safe Harbor Before & After School Care:  
Nancy C. Beall, Owner  
Safe Harbor Before & After School Care  
951 Sagamore Parkway  
West Lafayette, Indiana 47906

IN WITNESS WHEREOF, the parties have hereunto set their hands this 7th day of February, 2022.

**Safe Harbor Before & After School Care**

**WEST LAFAYETTE COMMUNITY  
SCHOOL CORPORATION**

By: *Nancy Beall*  
Nancy Beall, Owner

By: \_\_\_\_\_  
Rachel Witt, President

ATTEST:

By: *Ashley Justice*  
Ashley Justice, Director

By: \_\_\_\_\_  
Thomas Schott, Secretary