

AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN THE LINN MAR COMMUNITY SCHOOL DISTRICT AND QUALITY BEGINNINGS INC. IN CONCURRENCE WITH THE COOPERATIVE 28E AGREEMENT BETWEEN THE QUALITY BEGINNINGS INC. AND ROCKWELL COLLINS INC.

This Agreement is entered between the Linn Mar Community School District ("Linn Mar"), 2999 10<sup>th</sup> Street Marion, Iowa 52302 and Quality Beginnings, 3230 27<sup>th</sup> Avenue, Marion, Iowa 52302 with corresponding approval as to form and content by Rockwell Collins, Inc. ("Collins") in concurrence with the Cooperative 28E Agreement, as amended, between Quality Beginnings Inc. and Rockwell Collins, Inc.

Program: Linn Mar and Quality Beginnings are entering into this Contract for the purpose of providing space at the Collins Aerospace Day Academy for an education program for the Statewide Voluntary Preschool four-year-old children (Program). The Program shall consist of one classroom with a total of 20 students in the morning classroom (8:30am-11:30am) and the same classroom for 20 students in the afternoon session from (12:30p.m.-3:30p.m). Preschool Programming days will consist of Tuesday, Wednesday, Thursday and Friday. Monday's will be a contracted day for staff training and curriculum development.

Term: The term of this contract would be from April 1, 2021 to June 30, 2021 (excluding holidays specified in the preschool calendar) and will be reviewed on a year to year basis.

The parties may renew this Agreement for subsequent school years (with actual contract dates modified by the parties each school year) upon the written agreement of the parties no later than April 1st prior to the start of the next school year. Either party may terminate the Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from Linn Mar to Quality Beginnings Inc. for services or expenses after the date of termination.

**Collins Aerospace Day Academy**

Collins Aerospace Day Academy is a child development center, which has been approved and licensed by the Department of Human Services (DHS).

Collins Aerospace Day Academy agrees to provide one classroom which shall have access to appropriate bathroom facilities and playground area. Collins Aerospace Day Academy agrees to furnish the classroom with start-up materials and educational supplies needed for this classroom. Collins Aerospace Day Academy shall refer to the National Association of the Education of Young Children Accreditation Standards when making any and all decisions regarding the programming of the center.

There must always be one teacher present in the classroom at the Collins Aerospace Day Academy. A minimum of one teacher associate and one teacher shall be present when 11-20 children are present. There shall be no more than 20 children per classroom.

### **Quality Beginnings Inc. Responsibility**

Quality Beginnings Inc. agrees that during the term of this contract and any subsequent renewal it shall maintain DHS approval and licensing and will abide all licensing requirements of Department of Human Services. If at anytime Collins Aerospace Day Academy shall no longer be DHS approved or licensed, either Party may terminate this Contract immediately without prior notice and no further payment will be due from Linn Mar after the date of termination.

Quality Beginnings Inc. agrees to provide one teacher who is appropriately licensed by the Board of Educational Examiners. This licensed teacher would be classified under the current employee agreement with Quality Beginnings Inc. This teacher will attend professional development opportunities provided by Linn Mar when possible. The Quality Beginnings Inc. teacher assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The teacher will provide at least 10-12 hours per week of intentional instruction, as defined by the State of Iowa in the Statewide Voluntary Preschool Program Rules, *"eligible children shall receive from the teacher at least ten hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess.,,"*

Quality Beginnings Inc. agrees to provide one teacher associate for the classroom who shall be available to work with the teacher and children while the children are in session from 8:30am to 11:30am and 12:30 to 3:30 p.m. The teacher associate assigned to the Program shall not be a contracted para-educator but will be considered a Quality Beginnings Inc employee. The teacher associate from Quality Beginnings Inc. will attend professional development opportunities provided by Linn Mar when possible that would include contact hours towards The Child Development Associate program.

Quality Beginnings Inc agrees to provide administrative supervision of the program from the Executive Director of the Collins Aerospace Day Academy. This will include daily supervision, evaluation and support to families as appropriate.

The parties will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary monies, which are not consumed as meals, will become property of the Linn Mar School District.

### **Linn Mar School District Responsibilities**

Linn Mar shall provide an approved curriculum and reimbursement costs for GOLD subscriptions based on enrolled children in the classroom. Linn Mar shall provide additional educational materials as needed to maintain IQPPS standards and curriculum requirements for the classroom. Linn Mar shall provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Quality Beginnings Inc. teacher and associate teacher. Linn Mar shall provide an approved assessment system for the classrooms but implemented by the Quality Beginnings Inc. teacher. Linn Mar agrees to provide professional development to the Quality Beginnings Inc teacher and teacher associate as required meeting the IQPPS and Statewide Preschool Program guidelines. Linn Mar will assist with the registration and enrollment in connection with the Collins Aerospace Day Academy for the Statewide Voluntary Preschool program. Linn Mar will share and promote enrollment at the Collins Aerospace Day Academy for the Statewide Voluntary Preschool program. Linn Mar will share waiting lists with the Collins Aerospace Day Academy concerning enrollment for the Statewide Voluntary

Preschool program.

### **Students**

Quality Beginnings Inc and Linn Mar School District shall be required to enroll only students who will be four on or before September 15, 2017. It is the responsibility of Quality Beginnings Inc. and Linn Mar School to give priority enrollment to families at or below the 130% poverty level.

### **Student Records**

Linn Mar Quality Beginnings Inc. shall cooperate regarding student records for students enrolled in the program, and Linn Mar shall maintain all educational records as required by the law as information is requested by the Department of Education. Linn Mar, Quality Beginnings Inc and their respective employees, shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any necessary documentation needed to comply with each Party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports.

### **Insurance and Indemnification**

Property Insurance. Collins Aerospace shall insure the site and contents. In the event of destruction or damage such that Quality Beginnings Inc is not able to perform its services under this Agreement, Linn Mar may elect to terminate this Agreement.

Liability Insurance. Quality Beginnings Inc. and the Linn Mar shall carry Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any bodily injury and/or property damage to any person or property in or about the Program site or arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than \$2,500,000 per occurrence and \$5,000,000 annual aggregate, which limit can be met with a combination of primary and umbrella policies. The policies shall include Professional Liability insurance and shall also cover the parties in the supervision of children in the Program including coverage for claims of sexual abuse and corporal punishment. Each party shall be solely responsible for its own retentions, co-insurance, and/or insurance deductibles.

Workers' Compensation Employer's Liability Insurance. Quality Beginnings Inc. and Linn Mar shall each be responsible for maintaining Workers' Compensation insurance for its employees as statutorily required by the State of Iowa and Employer's Liability insurance.

Other Insurance Provisions. All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement

shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.

**Indemnification:** Each party ("Indemnifying Party") hereby agrees to indemnify and hold harmless the other party, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments brought by any person, corporation, governmental entity or other entity not a party to this Agreement, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively "Third Party Claims" and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims are caused by negligence (whether active or passive) or willful misconduct of the Indemnifying Party, its or their directors, officers, agents, or employees. This indemnity shall survive the termination or expiration of this Agreement.

**Waiver of Subrogation Rights.** All Parties shall release the other from any claim for recovery for any loss or damages to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance and as permitted by the applicable policy of insurance.

**Claims.** Each party shall the other party of any claim or any potential claim for bodily injury or property damage to another arising out of the operation of the Program as soon as practical following Knowledge of the claim or potential claim.

### **Financial Agreements**

Equipment and materials purchased with Statewide Voluntary Preschool Program Funds are the property of Linn-Mar.

Quality Beginnings Inc. will invoice Linn-Mar Community School District the remaining costs of salaries, benefits and supplies for the months of April and May. Quality Beginnings Inc will not invoice for tuition cost.

At the end of the school year (May/June) Quality Beginnings Inc. will submit a final budget reflecting the expenditures incurred for the 4-year-old Preschool program. At that time, Quality Beginnings Inc. will return any unused SWVPP funds to Linn-Mar.

### **Status of the Parties**

It is expressly understood agreed by the parties nothing contained in this Agreement shall be constructed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

### **No Separate Entity or Joint Board**

No separate legal or administrative entity or joint board shall be established to carry out the purposes of this Agreement. The owner of Quality Beginnings Inc. shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.

## Miscellaneous

Headings. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Severability In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Law. The parties' consent to the jurisdiction of the Linn County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law. Anything in this Agreement to the contrary notwithstanding, the parties shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement. The parties agree to cooperate as needed to assure that all required services and responsibilities are provided and that the Program is operated in compliance with applicable law.

Entire Agreement. This Agreement supersedes all previous agreements (except the Cooperative 28E Agreement, as amended, between Quality Beginnings Inc. and Rockwell Collins, Inc.), contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no change in, additions to, or deletions from this Agreement shall be valid unless agreed to in writing by the parties.

Waiver The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties; and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The foregoing terms are agreed to and accepted by Linn-Mar Community School District and Quality Beginnings Inc.

Linn-Mar Community School District

By:

Printed Name:

Title:

Date

Quality Beginnings Inc.

By

Printed Name

Title

Date

Rockwell Collins Inc.

By

Printed Name

Title:

Date