

AGREEMENT AND LEASE

This lease, made as of the _____ day of _____, by and between the Shaler Area School District, hereinafter called “Lessor”, and the Young Men’s Christian Association of Greater Pittsburgh, hereinafter called “Lessee”.

Witnesseth

Lessor, for and in consideration of the rent to be paid and covenants and agreements to be performed by *Lessee* as hereinafter set forth, does hereby lease unto *Lessee* that space (hereinafter called the “Premises”) situated in designated locations within *Lessor’s* primary school buildings and elementary school as follows:

- A. Burchfield Primary and Rogers Primary (housed in Burchfield until the new construction at Rogers is completed) – classroom G14, playground/ball field and gym.
- B. Shaler Area Elementary School – corner of cafeteria (school year) & 3 to 4 classrooms, ball field, playground and gym (summer) and will have an end date three weeks prior to the start of the year.

The said premises to be occupied and used only as a PA state licensed SACC (School Age Child Care) before and after school program during the school year, and a summer day camp/care program during the summer months. The school year SACC program, and summer program will be operated by *Lessee* to care for children enrolled as students in *Lessor’s* school. Arrangements will be made independently with the parents and guardians of these children, together with a nonexclusive license for the benefit of *Lessee* and *Lessee’s* employees, agents and invitees, for access to and from the lease premises through the schools and school grounds. Use of other public areas of the schools may be required, including such areas as washrooms, kitchen, elevators, and parking areas (employee and parent drop off and pick up) all on the following terms and conditions:

1. The term hereof shall begin the 20th day of August 2016 and shall end at 12 midnight on the 19th day of August 2018, and thereafter extend from year to year under the same terms and conditions, provided, however, that either party may terminate this lease by giving written notice of its intention ninety (90) days before the end of any term.

2. As annual rent for the premises, *Lessee* shall pay the *Lessor* the sum of one dollar (\$1.00) and other good and valuable consideration.
3. It is agreed between *Lessor* and *Lessee* that,
 - a. *Lessor* during the heating season shall provide such heat for the leased premises.
 - b. *Lessor* shall provide such ordinary custodial service for the leased premises.
 - c. *Lessor* shall maintain and provide for *Lessee's* use other utilities necessary to *Lessee* as are normally maintained at the various schools in which the premises are located.
4. *Lessee* agrees to conduct its before/after school child care program and summer day care/camp in accordance with the guidelines, which are attached hereto, marked Exhibit A, and incorporated herein. *Lessee* further agrees to comply with all rules, regulations, and policies of the *Lessor* as applies to leased premises.
5. If *Lessee* fails to keep or comply with any of the covenants, terms or conditions of this lease, or with any notice given under the terms hereof, this lease may at the option of *Lessor*, be terminated following written notice to *Lessee* of such failure or noncompliance followed by a thirty (30) day period. During this time the *Lessee* may have the opportunity to correct said failure or abate said noncompliance and, if corrected or abated, this Lease may continue in full force and effect; provided, that, if *Lessor* deems it necessary for any reason deemed to be compelling by *Lessor*, this Lease may be, at the complete discretion of *Lessor*, terminated forthwith.
6. If, during the term of this Lease, a school building is so damaged or impaired that the premises located within that school building are rendered unfit for *Lessee's* occupancy, as determined by the *Lessor* this Lease shall cease and terminate forthwith as to that school building.
7. *Lessee* shall hold *Lessor* harmless for any loss or damage, which *Lessee*, or its agents or employees, may sustain by strike, lockout or other labor disturbance, energy curtailment, war, state or national emergency, civil commotion, sudden adverse act or nature or termination of this Lease at any time by *Lessor* for reasons, which *Lessor* deems to be compelling.

8. It is agreed between *Lessor* and *Lessee* that,
 - A. *Lessee* shall not make any alterations or additions to the premises.
 - B. *Lessee* shall, at the expiration of the Lease, return the premises to *Lessor* in as good condition as received, ordinary wear and tear expected.
 - C. *Lessee* shall not assign this Lease or sublease the premises.
 - D. *Lessee* shall hold *Lessor* harmless from any loss or damage which *Lessee*, its agents or employees may sustain:
 1. theft or burglary in or about the premises
 2. interruptions in any utility service, from any cause whatsoever
 3. loss, damage or injury due to fire, water, rain, snow, steam sewage, gas or odors, from any source whatsoever
 4. other damage or injury.

9. *Lessee* represents and warrants that during the period of its use and occupancy of the premises, and will comply with all laws, licensing requirements and applicable regulations of local, state and federal governments, including those of the Pennsylvania Department of Public Welfare, Office of Child Development.

10. *Lessee* shall indemnify, hold harmless and defend *Lessor* from and against any and all costs, expenses (including reasonable counsel fees) from any liabilities, losses, damages, suits, actions, fines, penalties, claims or demand of any kind and asserted by or on behalf of any person or government arising out of, or in any way connected with the before/after school child care program or summer day care/camp programs. *Lessor* shall not be liable to *Lessee* on account of: (i) any failure by *Lessee* to perform any of the agreements, terms, covenants or conditions of this *Lease* required to be performed by *Lessee*; (ii) any failure by *Lessee* to comply with any statutes, ordinances, regulation or orders of any governmental authority; or (iii) any accident, death or personal injury or damage to our loss or theft of property which shall occur on, in or about the premises.

11. *Lessee* shall maintain and have in full force and effect during the periods of this Lease the following insurance:
 - A. Policies of comprehensive general liability insurance, including public and property damage liability coverage with the following limits:

- 1) Public liability insurance in an amount of not less than one million dollars (1,000,000.00) for bodily injury and/or wrongful death, to any one person.
 - 2) Property damage insurance in an amount of not less than one million dollars (1,000,000.00) per occurrence.
 - 3) Umbrella liability coverage for property damage and bodily injury in an amount not less than three million dollars (3,000,000.00).
 - 4) Non-owned and or hired automobile liability insurance in an amount not less than one million dollars (1,000,000.00).
 - 5) *Lessor* shall be names as an additional insured party and policies or certificates shall provide for a minimum of thirty- (30) days written notice to *Lessor* prior to cancellation of any of the insurance.
- B. *Lessee* represents and warrants that during its period of use and occupancy of the premises, it will comply with all applicable workers' compensation, unemployment compensation, and other employee insurance programs required by law.
- C. Prior to the date of original occupancy, *Lessee* shall furnish to *Lessor* written proof of *Lessee's* compliance with the above insurance provisions.
12. *Lessor* shall maintain and have in full force and effect during the periods of this Lease the following insurance:
- A. Standard fire and hazard insurance with extended coverage on the school buildings involved in the before/after schoolchild care and summer programs with limits designed to avoid the effects of the co-insurance clause of the insurance policy.
 - B. This also includes comprehensive general liability insurance with limits of coverage normally carried by school districts for elementary schools.
13. Neither *Lessor* nor *Lessee* shall be liable to the other nor to any insurer of the other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury or death to the extent either party shall be reimbursed or has the right to be reimbursed out of hazard insurance carried or obligated to be carried by *Lessor* or *Lessee*, as the case may be, with respect to such loss, damage, injury or death. In the event their respective insurance policies do not already provide for waiver or subrogation, *Lessor* and *Lessee* each agree to obtain a waiver of subrogation endorsement from their respective insurers.

14. In the event the *Lessor* becomes subject to any real estate, business privilege, or other federal, state or local taxes by virtue of the lease of the previously mentioned premises, *Lessee* agrees to pay or reimburse the *Lessor* for the full amount of the taxes applicable to this Lease or the use of the premises.

15. *Lessor's* name and the name of the building may be used as an element in promotion and advertising *Lessee's* before/after school child care program.

16. Each school building principal shall represent *Lessor* at the school building level in administering this Lease. Provided, however, that any notice or demand hereunder shall be sufficiently given or made upon *Lessor* of mailed by first class postage, or personal delivery, to the *Lessor's* superintendent.

17. Any notice or demand hereunder shall be sufficiently given or made upon *Lessee* if addressed to *Lessee* at One Gateway Center, 420 Ft. Duquesne Blvd. Suite 625 Pittsburgh, PA., 15222 and deposited in the mail with first class postage affixed, or by personal delivery to the same address.

IN WITNESS WHEREOF, the *Lessor* and *Lessee*, Having read the same in its entirety and intending to be legally bound hereby, subscribe the same as of the day and year first above written.

Attest:

Shaler Area School District
(Lessor)

Attest:

**Young Men's Christian Association
of Greater Pittsburgh**
(Lessee)

EXHIBIT A

North Boroughs YMCA of Greater Pittsburgh

629 Lincoln Avenue

Pittsburgh, PA 15202-3405

412.761.1227

School Age Child Care (SACC) and Summer Day Camp/Care

Prepared for the

Shaler Area School District

YMCA School Year and Summer Program guidelines

Operation

1. Hours of Operation

- A. The SACC Program will be conducted at Burchfield-- Rogers Primary Schools between the hours of 7:00 – 9:00am and 3:00 – 6:00pm, Monday through Friday with Shaler Elementary operating hours 3:00 – 6:00pm.
- B. The program will operate from 7:00am through 6:00pm at Burchfield Primary on weekdays school is not in session. This includes conference days, teacher's in-service days, seasonal breaks, and when school is cancelled due to inclement weather. The YMCA will abide by the dates approved by the Shaler Area School District Building and Grounds Supervisor. The summer program will operate from 7am through 6pm and end the summer program three weeks prior to the start of school.
- C. If an early dismissal of students from school occurs, the Lessee will operate the before/ after school child care program from the hour of dismissal until 6:00 P.M. or until the last child is picked up. If an emergency closing of school requires the evacuation of the building, the Lessee, along with parents will arrange for transportation to student's homes. (All transportation costs shall be borne by the parents or legal guardians.)
- D. All employees of Lessee who work directly with children must comply with the requirements of Act 33, Act 34 and FBI cogent fingerprinting. Employees also will have a health screening conducted annually with a TB test by Mantoux method at initial time of hire.
- E. All correspondence intended for distribution among parents or the general public will be provided to the assistant superintendent of elementary education for approval prior to distribution through the schools.
- F. Summer program will be conducted at Shaler Elementary, Monday through Friday between the hours of 7am through 6pm during the summer months. The summer program will end two weeks prior to the start of the school year.

2. Enrichment, Attendance and Transportation

All arrangements for enrollment, attendance and transportation to and from the program location are the responsibility of the parents or other legal guardians and Lessee.

3. Program Activities

- A. The School Year/Summer program site directors will submit monthly lesson plans and written communications, i.e. parent newsletters, to the building principal upon request.
- B. The program is designed to promote out-of-school learning opportunities for children and youth in the designated locations in the Shaler Area School District Schools. School year and summer programs will focus on the 40 Developmental Assets, utilize the curriculum Kids Lit/ Science & Math. The programs are designed to meet the needs of children and youth.
 - 1. Programs are based on educational principals appropriate for each child's developmental level. Age appropriate activities are offered in both large and small group settings.
 - 2. On a daily basis children will be exposed to activities that incorporate fun, enrichment programming for out-of-school learning that focuses on:
 - Literacy
 - Creative Expression
 - Health education and physical activity
 - Social Studies/Math/Science
 - Developmental Assets/Values Programming
 - 3. The programs offer security and protection during the day when parents are not available.
 - 4. Opportunities for outdoor and recreational activities are provided.
 - 5. School age children have a high level of interest in task-oriented activities, such as craft and cooking, these types of activities are included in the curriculum to challenge their present abilities and teach them new skills.
 - 6. A physical education program, Food for Fun and HEPA (Healthy Eating and Physical Activity), SPARK is provided so that children can develop healthy habits and physical fitness. Fruit or vegetables and a whole grain are served at snack time.
 - 7. The children will have opportunities to learn appropriate social behavior through group discussions and projects, positive adult modeling and individual conduct evaluations and values clarification.
 - 8. The YMCA committed to serving the community by providing high quality programs, which strengthen the family unit. The YMCA will support and engage the family unit by planning monthly opportunities throughout the year for children and parents to spend quality time together.

Discipline

Staff facilitates the development of self-control in the school age child by using positive guidance techniques such as modeling and encouraging

expected behavior, redirecting children to a more acceptable activity and setting clear limits. Occasionally staff may use positive incentive programs to assist in the development of desired behavior.

First Discipline: Disciplinary Report: Parents are notified and the staff and parent will agree upon a plan of action.

Second Discipline: Disciplinary Report: After parent notification, the staff and parent will agree upon a plan of action. The YMCA reserves the right to suspend the child for an unlimited amount of time.

Third Discipline: Disciplinary Report: Parents are notified and the YMCA reserves the right to remove the child from the program permanently.

Not all children flourish in a group setting. A child's participation in the program is subject to their ability to assimilate with the program format. The childcare director and parent will work together to benefit the child if alternate arrangements need to be made.

4. Food and Snacks

The after school program will include a daily, nutritious snack between the hours of 3:30-4:30pm. The snacks will include two selections from the four basic food groups. The Lessor will provide access to proper refrigeration for storage of perishable products.

5. Health

- A. Health regulations are important for all the children and staff in the program. They are meant to protect from communicable illness and to protect those who are sick from becoming even sicker.
1. Lessor will provide soap and running water for hand washing.
 2. For children who become ill while at the program, parents are contacted and the child sent home with parent or authorized individual. Until the parent arrives, the child will rest in a quiet area, supervised by a staff person.
 3. Emergency files are kept for each child. Parents are notified of any severe illness or accident by telephone by the program staff. The staff will expect parents to respond as soon as possible in an emergency.
 4. Parents may not send a child to the program if:
 - The child was not permitted to attend school that day due to illness.
 - The child has a communicable illness and the incubation period has not expired. Return to the center will require a doctor's permission slip.
 - The child is too ill to participate in the program. In every case, the parents have the responsibility to inform the program staff of the reason for their child's absence.

5. We have an obligation under the Department of Human Services regulations and the YMCA of Pittsburgh policies to enforce health care policies.

B. Emergency Medical Care Procedures

In case of a serious injury or medical emergency, the staff member in charge will:

- 1) Contact the parent by phone.
- 2) If unable to reach a parent, the staff member in charge will contact the emergency person listed as the emergency contact in the child's file. If unable to reach the emergency contact, the staff member will contact the doctor listed on the medical form in the file and an emergency contact person listed in the child's records.
- 3) If emergency treatment is needed, the staff member will call the local paramedic or ambulance for transportation to the hospital. A report will be filed and a copy will be maintained in the facility.

C. Suspected Child Abuse

Program staff that either suspect or are informed by a child or other informant that child abuse may have occurred, are under legal obligation by the Commonwealth of Pennsylvania to inform the proper authorities.

D. Medication

Generally, medication is not administered to children. However, under very limited circumstances, the staff will administer personal prescriptions billed by a pharmacist that have a label bearing the physician's name, child's name and dosage, plus time of medication. A parental permission slip must be on file with the Lessee.

6. Equipment

- A. The Lessee will provide all necessary equipment, supplies and materials for the implementation of the program, other than the physical grounds.

7. Evaluation

- A. The program requires an evaluation process every year that includes the children and the parents.
- B. A minimum of one evaluation meeting will be scheduled between the building principal and program staff each year.

The YMCA reserves the right, at any facility location during the year, to edit or cancel any program hours that financially burden the YMCA.