

PRESCHOOL AGREEMENT

SY2016 – SY2020

This AGREEMENT made on January 18, 2016 by and between EASTMINSTER PRESBYTERIAN CHURCH (CHURCH) 311 Haines Road, York, PA and EASTMINSTER PRESCHOOL, INC (EPS) 311 Haines Road, York, PA

WITNESSETH:

WHEREAS THE CHURCH desires to provide to the community the opportunity for a wholesome educational preschool experience commensurate with the Christian ethic, and has the necessary facilities to provide the appropriate environment for such a preschool: and

WHEREAS EPS is willing to provide services in the teaching, supervision, management and operations of such a preschool:

NOW THEREFORE: in cooperation with each other a preschool at CHURCH. For the school years 2016-2020 both parties hereto agree as follows:

1. CHURCH agrees to furnish facilities for a preschool using its name provided the preschool is operated in accordance with the Christian Ethic and in compliance with appropriate laws.
2. EPS agrees to conduct such school in accordance with the Christian Ethic.
3. EPS will conduct preschool classes of at least 2 hours each morning and/or afternoon during the school year in the facilities provided by CHURCH.
4. EPS will be responsible for the registration of the students, collection and disbursements of all operating funds and the management of all affairs affecting the conduct of classes.
5. EPS will pay rent for the facilities (for five days per week) provided by CHURCH at the rate of \$712 per room, per month (currently \$4984 per month) for nine months and five week summer camp. The monthly rate will be adjusted on August 1, 2016 to \$5250 and may be adjusted each August 1st by the CPI with a maximum adjustment each year of 5%.
6. EPS will pay monthly rent in advance and is due on the 10th of the month.
7. EPS will finance and purchase all new equipment and materials that it deems necessary for the classes.
8. CHURCH will make available Monday through Friday to EPS the classroom facilities in use as of this date from the Monday of the last full week in August until the second Friday in June of the school year. If during the term of this agreement EPS requires additional space and CHURCH makes it available the additional monthly rent will be the current room rate in effect (item 5 above). Conversely, if EPS does not require all the rooms as of this date, monthly rent will be decreased by the current room rate in effect.

All furniture or other items used for Sunday School that may have been removed on Monday to accommodate EPS will be returned to said room on Friday.

9. EPS will maintain professional liability (malpractice) insurance coverage for the EPS teaching employees and will forward to the CHURCH evidence of such coverage.
10. EPS will maintain general liability insurance naming CHURCH as an additional insured in the amount of \$500,000. EPS will provide evidence of such coverage to CHURCH.
11. Telephone service required for EPS school operations is the responsibility of EPS.
12. CHURCH will permit the use of Fellowship Hall, kitchen, and sanctuary at dates and times of mutual convenience to accommodate the special EPS school activities.
13. CHURCH will provide daily cleaning service as needed and associated toilet consumables.
14. To insure the safety of students, EPS will perform a fire drill once each school year. CHURCH will be notified in advance so that appropriate personnel may observe said drill.
15. Fundraisers by EPS must conform to proper standards and procedures of CHURCH. EPS will get CHURCH authorization prior to starting said activity.
16. CHURCH agrees not to lease or enter into any Agreements leasing its facilities to any other preschool operation during the term of this agreement.
17. If either party fails to comply with the provisions of this Agreement and such failure continues to thirty (30) days after official notification by the other party, then the other party may, at its option, cause this agreement to be terminated at the end of sixty (60) days after such official notification.

IN WITNESS WHEREOF, we affix our hands and seals this 21st day of August 2017.

WITNESS

EASTMINSTER PREBYTERIAN CHURCH

Mark Kw

BY

John C. Hynal

Session

Mark Kw

BY

Bretta Peterson

EPS Corporation