

AGREEMENT FOR CHILDCARE SERVICES

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA and SARASOTA FAMILY YMCA, INC.

This Agreement is made and entered into this August 7, 2018, effective as of August 13, 2018, between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") and Sarasota Family YMCA, Inc. (the "Provider"), a Florida non-profit corporation.

In Consideration of the mutual promises and covenants herein contained, the School Board and Provider hereby agree as follows:

1. The Provider agrees:
 - a) To provide Child Care Services (the "Services") in conformance with 65C-22, Florida Administrative Code, "Child Care Standards" at the Wilkinson Elementary School. This site shall be known as the YMCA/Wilkinson Adventure Club.
 - b) To serve elementary students, grades K through 5.
 - c) To make available to the School Board upon request: job descriptions, assigned duties, financial records, and other appropriate documentation regarding the execution of this Agreement with the approval of the Executive Director of Youth Development of the Sarasota Family YMCA or his designee.
 - d) To assume all responsibility for the daily operation of the YMCA/Wilkinson Adventure Club, including maintaining sufficient and appropriate staff, managing volunteers, providing a developmentally appropriate curriculum, ensuring a safe and healthy environment, and overseeing the fiscal administration of the Services.
 - e) To provide services for the term of this Agreement, Monday through Friday, from school release until 6:00 PM. Hours of operation for holidays and professional days will be 7:30 AM to 5:30 PM at the Frank G Berlin Branch of the Sarasota Family YMCA.
 - f) To assure that all employees assigned hereunder have been screened in accordance with the Florida Department of Children and Families and licensing requirements. Continued employment is contingent upon the results of DCFS screening. The Provider shall assure that each of its employees assigned hereunder has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The results of all such background investigations and fingerprinting will be furnished to the School Board upon request.

- g) To provide the School Board with proof of general liability insurance coverage with a single limit of \$300,000. The YMCA shall hold harmless, indemnify and defend the School Board, its agents, servants, or employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from the School Board, its agents or employees, in their official or individual capacity, or by reason of any damage to property or injury or death of any person which arises out of, is incident to, or is in manner connected with the Services under this Agreement and shall secure and maintain in full force liability insurance to provide such indemnification. This provision shall survive termination of this Agreement. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity.
- h) To perform all accounting functions in accordance with acceptable accounting practices.
- i) To adhere to all Sarasota Family YMCA policies and procedures.
- j) To provide the attached fee schedule which will be consistent throughout the 2018-2019 school year (Exhibit "A").
- k) To be responsible for all necessary paperwork relative to eligibility criteria, enrollment and maintenance of files.
- l) To provide transportation for all field trips taken by the children while receiving child-care services at YMCA/Wilkinson Adventure Club.
- m) To maintain a Drug, Tobacco & Alcohol Free Workplace.
- n) To provide childcare services to "Students Without Rides" which are defined as car riders whose parents are late in picking them up or bus riders returned to school. The parent or guardian must sign a waiver of liability and student participation form before the child may be left with YMCA staff.
- o) To provide the Wilkinson Elementary School a stipend each month for ten months, August 2018 – May 2019, in the amount of \$500.00 in addition to a gift award with the amount awarded based on the number of 5-day per week students enrolled in the YMCA/Wilkinson Adventure Club during the month of December. If the number of 5-day per week students is greater than 30, but less than 40, then a \$1,000 gift will be awarded. If the number of 5-day per week students is greater than or equal to 40, but less than 60, then a \$1,500 gift will be awarded. If the number of 5-day per week students is greater than or equal to 60, but less than 80, then a \$2,000 gift will be awarded. If the number of 5-day per week students is greater than or equal to 80, but less than 100, then a \$4,000 gift will be awarded. If the number of 5-day per week students is greater than or equal to 100, but less than 120, then an \$8,000 gift will be awarded. If the number of 5-day per week students is equal to or exceeds 120, then a \$10,000 gift will be awarded. Gift awards will be paid in two installments. The first installment (50%) will be due by January 15 and the second installment (final 50%) will be due by May 15. Additionally, a one (1) month family

membership to the Sarasota YMCA will be provided to the School each month for the term of the agreement for the Teacher of the Month.

- p) To comply with Florida's Public Records Law including:
- i. keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
 - ii. providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - iii. ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - iv. meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Sarasota YMCA upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

2. School Board agrees:
- a) To provide the Provider facility space and furnishings at the Wilkinson Elementary School including cafeteria, playground, and any available classroom space, as mutually agreed.
 - b) To provide and maintain such facilities and furnishings for the principal use of the Provider.
 - c) To allow the Provider to set hours of operation to accomplish the services as needed.
 - d) To provide adequate auxiliary support of operations including the provision of parking, building, grounds maintenance and custodial services, ensuring a healthy environment.
 - e) To provide paper products such as paper towels, toilet paper, etc. necessary for the daily operation of Services.
3. Both Parties agree:
- a) That the Provider is an independent contractor and neither it nor any of its supervisors, employees, aides or any other persons utilized by the Provider in fulfilling its duties under this Agreement shall be deemed an employee, servant or agent of the School Board.
 - b) Decisions regarding hiring, training and further human resource management for the Services will be the sole responsibility of the Provider.

- c) The parties shall recognize and safeguard the confidential nature of case records and student information in conformance with all applicable federal and state laws, DCFS rules and regulations and both parties' policies pertaining to the right of privacy of parents, guardians and children.
- d) The parties shall retain all financial records and supporting documents pertinent to the Agreement for five years, and if any audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained at least until resolutions of the audit findings.
- e) The parties shall each consent to all YMCA/Wilkinson Adventure Club site notices informational pamphlets, press releases, research reports and other similar public notices prior to publication and release.
- f) Any alterations, variation, modifications or waivers of this Agreement shall only be valid when they have been placed in writing, signed and attached to this Agreement. Both parties agree to renegotiate this Agreement if federal and state revision of any applicable laws or regulations should occur.
- g) This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto.
- h) The term of this Agreement shall commence on August 13, 2018, and terminate the last day of the 2018-2019 school year, unless terminated at an earlier date by either party. Either party may terminate this Agreement at any time without cause, by giving thirty (30) days written notice.
- i) Any notice given pursuant to this Agreement shall be made as follows:

To the School Board
1960 Landings Boulevard
Sarasota, FL 34231-3331

- 1. Superintendent
- 2. State and Federal Projects
- 3. Grants Manager
- 4. Principal, Wilkinson Elementary
- 5. Full Service School Supervisor

To the Sarasota Family YMCA, Inc.
1 South School Avenue, Suite 301
Sarasota, FL 34237

- 1. Executive Director of Youth Development
- 2. President / CEO
- 3. VP of Operations
- 4. YMCA/Wilkinson Adventure Club Site Manager

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

THE PROVIDER:
SARASOTA FAMILY YMCA, INC.

BRIDGET ZIEGLER, CHAIR

LAURA GILBERT, PRESIDENT/CEO

DATE

DATE

Approved for Legal Content,
July 25, 2018, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

Exhibit A
SARASOTA FAMILY YMCA - Adventure Club

The following YMCA Before & After-School Care options are available:

Program Selection:

Payments are by electronic fund transfer only, and electronically drafted on the 1st and 15th of each month, ending 5/15/19.

Before School Care: (Fruitville) **\$95.00 per month**

_____ Fruitville (6:45-8:15am)

You must escort your child to the before care program and sign him/her in every day or use express check in.

After School Care: Select School

_____Fruitville _____Gocio _____Southside _____Wilkinson

Select Weekly Fees: 5 day; 3 day; and 2 day options for members/nonmembers.
Daily rate of \$20 for Student without Ride

_____ 5 days \$50 per week _____3 days \$33 per week_____ 2 days per week

Anticipated days (Please let your Site staff know of changes):

_____Monday _____Tuesday _____Wednesday _____Thursday _____Friday

- A non-refundable \$50.00 registration fee plus \$25.00 for each additional child and the first draft payment is due at the time of registration.
- Separate registration will be available on a first-come first-serve basis for Winter & Spring break and school in-service and holidays. The cost is \$40 per day for school in-service days and \$145 per week for members and \$195 per week for nonmembers, or prorated based on length of camp. Scholarship opportunities available.
- YMCA Youth Development programs allows one change of plan per child without Penalty and must be processed in writing via a program change form. Any additional changes will result in a \$25.00 processing fee. Over-attendance for a month will be charged equal to the next-higher plan or by adding the daily fee.
- Termination of any program requires the completion of a termination form ten (10) days prior to the next draft date. This form must be returned to the Youth Development office.

Parent/Guardian Signature _____/_____/_____
Date

Printed Parent/Guardian Name



ADDENDUM

Free Childcare Program for Sarasota County Employees where the YMCA Operates Before and/or Afterschool Programs

The YMCA Leadership has decided to extend the same benefit as offered to teachers at schools in which the YMCA operates before and/or after school programs the same benefit as the School Board approved in January 2018 for our before-care/after-care programs in the 2018-2019 school year. The YMCA agrees to provide child care to eligible employee's children free of charge if there is space/staffing available.

County eligible employees must use a specified form to register their child to attend your childcare program. The employee should complete a separate form for each child they wish to enroll.

Once a YMCA receives the completed registration form, the school site manager should complete the section for approving enrollment in this free program. The YMCA staff will determine if there is available program capacity in their before-care and/or after-care programs and check the appropriate box - Yes or No. If Yes, there is capacity, then check the appropriate box if enrolled – Yes or No. If there is No capacity, then check the appropriate box on whether the child has been waitlisted – Yes or No. The site manager will then notify the county eligible employee of their decision and next steps will be taken, to include informing the principle of the employee's enrollment.

If there is available capacity and the employee's child is enrolled, the YMCA will still need to collect the \$50 registration fee for the first child and the \$25 fee for each additional child.

Once an employee's child is enrolled, the YMCA school site manager will take attendance for these children the same as for fee paying parents. This attendance information will help us gauge the amount of potential lost revenue at our school sites for future program continuation beyond the 2018-2019 school year.

At the end of the school year, the YMCA will compile the registration and attendance information and provide it to the school's principal, appropriate Executive Director, and the School Board to value the YMCA investment in the partnership.

Important Notes:

1. This is ONLY an offer for Board appointed, benefit eligible employees at Wilkinson Elementary School where the YMCA Adventure Club Program is being operated.
2. Your child must be enrolled at the school you are teaching at and be seeking before and/or afterschool at that same school.
3. There is no guarantee of program availability for your child. This service is only available if there is available capacity at your location. This means the school's program has existing staff and space available to have an employee's child attend without incurring additional staffing costs.

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
SARASOTA FAMILY YMCA, INC.**

Agreement Compliance Checklist

1. ____ Certification that all employees have been screened in accordance with the Florida Department of Children and Family and licensing requirements. or agent will be fingerprinted and background checked pursuant to the Agreement.
2. ____ Certification that each employee working with students has been fingerprinted pursuant to the Agreement.
3. ____ A copy of the agency certificate of insurance in the amount specific in the Agreement.

Submitted by:

Signature of Agency Representative

Title

Date

For School Board Use

Contract Compliance Checklist Complete ____ Yes ____ No
If no, date and method of notification to agency regarding needed information

Received by