

AGREEMENT

This Agreement is made and entered into this 19th day of June, 2012, effective as of August 20, 2012, 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 Senior Vice President of the Frank G. Berlin, Sr. Branch 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 6:45 AM until school start time and school release until 6:00 PM. Hours of operation for holidays and professional days will be 7:00 AM to 6:00 PM.
 - 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; this will be consistent throughout the 2012-2013 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 2012 – May 2013, 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 2012. 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, 2012, and the second installment (final 50%) will be due by May 15, 2013. 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.

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 20, 2012, and terminate the last day of the 2012-2013 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. Senior Vice President
- 2. President / CEO
- 3. Child Care Programs Director
- 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.

CAROLINE G. ZUCKER, CHAIR

JIM PURDY, SENIOR VICE PRESIDENT

DATE

DATE

PRESIDENT/CEO

DATE

Approved for Legal Content
May 24, 2012, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

(Exhibit A) The following YMCA Before & After-School Care options are available:

_____ **After School Care ~ Offered at Ashton, Fruitville, Gocio, Oak Park, Southside, and Wilkinson Elementary schools.**

Draft amounts are based on a \$9.00 **daily** rate. Payments are electronically drafted on the 1st and 16th of each month beginning 8/16/12 and ending 5/16/13. You must sign up for a **minimum** of 2 days. Circle the days that you would like your child to attend.

Monday Tuesday Wednesday Thursday Friday

_____ **Before School Care**

Before Care rates are based on a \$19.00 **weekly** rate. Payments are electronically drafted on the 1st and 16th of each month beginning 8/16/12 and ending 5/16/13. **You must escort your child to the before care program and sign him/her in every day that your child attends the program.** Circle the school that you would like your child to attend the YMCA Before Care program.

Fruitville
(6:45-8:15am)

Wilkinson
(6:45-8:15am)

_____ **Special Days - For School Holidays and Professional Days (6 days; 10/26, 11/21, 1/21, 1/22, 2/18, 3/29)**

This plan pays for special days in advance and reserves your child's space in the program. An additional reservation form must also be completed at least three days prior to the special day. These forms are available at the Before & After School Programs and also in the School Age Care Office.

The cost is **\$30.00** per child per day. **Children who have not completed and returned a reservation form by the deadline will be charged an additional \$5.00 per day.** Special Days are only offered at the location listed below.

Bari Brooks Center

***Winter and Spring Break** are automatically drafted **in addition to** the Special Days program.

Winter and Spring Break are only held at the specified location listed below. Please check if desired. You may sign up for these days at a later date; but, payment in full will be expected at that time.

_____ **Winter Break (7 days; December 24, 2012 – January 4, 2013) - Closed 12/24/12, 12/25/12, & 1/1/13.**

Bari Brooks Center

_____ **Spring Break (5 days; March 11 – 15, 2013)**

Bari Brooks Center

- A non-refundable \$45.00 registration fee plus \$10.00 for each additional child and the first draft payment is due at the time of registration.
- The School Age Program allows one change of plan per child without penalty. Any additional changes will result in a \$25.00 processing 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 School Age Care office.

Parent's Signature

Date

Parent's Name (please print)

Child's Name (please print)

