

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, effective as of August 24, 2009, 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 Ashton Elementary School. This site shall be known as the YMCA / Ashton Adventure Club.
  - b) The Provider will 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) The Provider will assume all responsibility for the daily operation of the YMCA/Ashton 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, from August 24, 2009 through June 4, 2010, Monday through Friday, from 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 \$200,000. Each party assumes the responsibility for the negligence of its own employees, appointees or agents. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity.

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.

- 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 2009-2010 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 / Ashton 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 Ashton Elementary School a financial gift award with the amount awarded based on the number of 5-day per week students enrolled in the YMCA/ Ashton Adventure Club during the month of December 2009. If the number of 5-day per week students is greater than 60, but less than 75, then a \$2,000 gift will be awarded. If the number of 5-day per week students is greater than or equal to 75, but less than 90, then a \$4,000 gift will be awarded. If the number of 5-day per week students is greater than or equal to 90, but less than 115, then a \$6,000 gift will be awarded. If the number of 5-day per week students is equal to

or exceeds 115, then an \$8,000 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.

2. School Board agrees:

- a) To provide the Provider facility space and furnishings at the Ashton 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 / Ashton 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) This Agreement shall commence on August 24, 2009, and terminate the last day of the 2009 - 2010 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, Ashton Elementary
5. Full Service School Supervisor

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

1. Senior Vice President
2. President / CEO
3. Child Care Programs Director
4. YMCA / Ashton 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

\_\_\_\_\_  
 PAUL B. SMITH, PRESIDENT/CEO

\_\_\_\_\_  
 DATE

Approved for Legal Content  
 October 20, 2009, by Matthews, Eastmoore,  
 Hardy, Crauwels & Garcia, Attorneys for  
 The School Board of Sarasota County, Florida  
 Signed: ASH