

COOPERATIVE AGREEMENT BETWEEN GULF GATE ELEMENTARY SCHOOL, SARASOTA, FLORIDA, AND YMCA OF SOUTHWEST FLORIDA, INC. TO PROVIDE AFTERSCHOOL PROGRAMS AT GULF GATE ELEMENTARY SCHOOL.

This Agreement is made and entered into this on the 1st day of June 2024, between GULF GATE ELEMENTARY SCHOOL, SARASOTA, FLORIDA, a body corporate under the laws of the State of Florida (herein referred to as the "School") and THE YMCA OF SOUTHWEST FLORIDA, INC., a Florida not-for-profit corporation (herein referred to as the "Provider" or "YMCA").

WHEREAS, the School and the YMCA recognize that quality afterschool programs are a critical need; and

WHEREAS, the School and the YMCA desire to establish PM school-based programs at Gulf Gate Elementary School; and

WHEREAS, the School and the YMCA recognize that secure, supervised, constructive learning and recreation are needed during the time after school dismissal; and

WHEREAS, the School is willing to provide facilities to house such programs subject to the terms and conditions of the Agreement; and

WHEREAS, the parties desire a maximum degree of cooperation in order to provide effective school-based before and afterschool programs consisting of quality educational, nutritional, and recreational options; and

WHEREAS, the School has determined that the YMCA is a suitable and appropriate agency to provide such services in school facilities.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

I. TERM

This Agreement shall commence on the 1st day of July 2024, for a term of one (1) year.

II. TERMINATION

The Gulf Gate Elementary School may terminate this Agreement with the YMCA for cause if the YMCA violates any terms in this Agreement. The School must notify the YMCA staff of any violations, and the YMCA has thirty (30) days to correct the noted areas. If corrections are not made during this period, the School has the right to terminate the Agreement by providing written notice to YMCA staff. The School may terminate this Agreement without cause upon twelve (12) months' written notice to the YMCA. The YMCA may terminate this Agreement with or without cause by providing written notice no less than one hundred twenty (120) days prior to the end of the school year.

III. LOCATION, DAYS AND TIME OF OPERATION

- a. The YMCA shall operate a school-age program at Gulf Gate Elementary School.
- b. The YMCA will deliver the program during School professional days if space is provided by the School.
- c. The YMCA shall operate the programs on all regular student attendance days before and after the school day:
 - Before Care: 7:00 am – 8:15 am
 - After Care: 3:15 pm – 6:00 pm

IV. ELIGIBLE STUDENTS

The YMCA shall provide quality before and after school programs for kindergarten through fifth (5th) grade students who are currently enrolled in the School in which childcare programs are offered. Financial assistance shall be available for students and families who are unable to pay based on total household earnings or extenuating circumstances. All families that apply for financial assistance must apply for funding from the Early Learning Coalition also.

V. RATE SCHEDULE

The monthly rate schedule to charge school-age childcare participants for supervision is as follows:

Rate per month:	Y Member Rate	Non-Member Rate
Before Care	\$86	\$109
After Care	\$190	\$240
Both	\$250	\$300

VI. CURRICULUM

The YMCA shall provide curriculum through a well-planned daily schedule including:

- A healthy, nutritional snack and drink
- Daily structured homework assistance
- Enrichment activities are designed to enhance children's interest in science, math, literacy, health, and social sciences.
- Character development activities incorporating the YMCA's four (4) core values of caring, respect, honesty, and responsibility.
- Structured time with children participating in learning centers.

VII. SUPERVISION, RATIO, AND TRAINING

The YMCA shall provide a site coordinator who will be responsible for the overall supervision and management of the operation of the program. If a site director is absent from a school site for any reason, the YMCA shall promptly provide a suitable replacement site coordinator during all times students are present at the site. The site coordinator shall serve as the liaison between the school-age childcare program staff and the school staff and shall be on site during the hours of operation of all programs.

The YMCA shall provide a staff ratio of one (1) adult for every twelve (12) children and one (1) supervisory person twenty-one (21) years of age or older, who must remain on the school campus as long as any child participating in the program is on school campus. All program staff will be employed by the YMCA of Southwest Florida.

The YMCA, in cooperation with the School, shall provide appropriate training for their staff as determined by the School, YMCA of the USA, and YMCA staff as a result of site visitations and program evaluations.

VIII. CHILDREN'S SAFETY

The YMCA shall deliver school-age childcare in a caring, nurturing, safe, supervised, and positive environment that is respectful of the needs of the children. If arrangements have been made for a child to attend a school activity during a YMCA program, the YMCA shall be notified by the school and the parent. The school site shall provide the YMCA with names of YMCA participants who were absent from the school or were dismissed early.

The YMCA staff and students in the afterschool program shall abide by the school's rules of conduct as stated in the School Handbook/Student Code of Conduct.

IX. USE OF SCHOOL FACILITIES AND EQUIPMENT

The YMCA, with the approval of the principal, may use other school facilities and equipment. The YMCA shall abide by school guidelines and return all equipment by the end of the day.

Appropriate school personnel shall have access to areas used for the before and afterschool program. They shall have access to all written records of the YMCA pertaining to the afterschool programs.

The YMCA is responsible for the replacement of any missing supplies and for the repair or replacement of all lost or damaged facilities or equipment caused by the YMCA employees or participants in the YMCA programs.

The School shall provide the YMCA with at least a twenty-four (24) hour notice if the area for the before and afterschool program will not be available and provide an alternative space suitable to house a comparable number of students (i.e., during school afternoon and evening programs, voting, maintenance in the cafeteria and on

playgrounds). During an emergency closure of the school facility, the YMCA will be notified as soon as practicable.

X. CUSTODIAL SERVICE

The School shall provide custodial services on days and during times that the School-employed custodians are normally on duty.

XI. FOOD SERVICE

During each day when the program is in operation, a snack shall be served to each child in attendance. The YMCA will provide the snack.

Snacks shall be preplanned and approved by the State of Florida Food and Nutrition Department. Any changes to the menu shall be presented to the site director one (1) day in advance.

XII. LICENSE AND CERTIFICATION

The YMCA shall be responsible for complying with all applicable laws and regulations.

XIII. COMMUNICATION

A designated representative of the YMCA will meet with the school principal or designee prior to the beginning of the school year and maintain regular and open communication during the school year.

XIV. INSURANCE AND INDEMNITY

The YMCA will hold harmless and indemnify the School on account of the negligent acts of its employees, servants, or other agents, or on account of any unsafe conditions that may exist as a result of the negligent operation of the subject facility by the YMCA. The YMCA shall provide to the School proof of general liability insurance with coverage of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage per occurrence with aggregate limits of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) per occurrence. The School shall be an additional named insured on each insurance policy.

[SIGNATURE PAGE FOLLOWS]

DATED this _____ day of _____, 2024.

THE GULF GATE ELEMENTARY SCHOOL

By: _____

Michelle Miller Principal

The YMCA of Southwest Florida, a Florida not-for-profit corporation

By:

_____, President and CEO