

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
YMCA OF SOUTHWEST FLORIDA INC.
PROVIDING CHILDCARE PROGRAMS**

THIS AGREEMENT is made and entered into as of the 1st day of June, 2024 (the "Effective Date"), by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (hereinafter referred to as the "Board"), and YMCA OF SOUTHWEST FLORIDA INC., a Florida not for profit corporation (hereinafter referred to as the "YMCA").

WHEREAS, the Board and the YMCA recognize that quality school-age childcare is a critical need; and

WHEREAS, the Board and the YMCA desire to establish a school-based program at Gulf Gate Elementary School in order to provide safe and suitable childcare for elementary school-age children in Sarasota County, Florida; and

WHEREAS, the Board and the YMCA recognize that secure, supervised, constructive learning and recreation is needed for children away from home; and

WHEREAS, the Board is willing to provide facilities to house such program subject to the terms and conditions of this Agreement; and

WHEREAS, the parties desire a maximum degree of cooperation in order to provide effective school-based childcare programs consisting of nutritional, recreational and educational options, enrichments and study time; and

WHEREAS, the Board has determined that the YMCA is a suitable and appropriate agency to provide such service 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 June, 2024, for a term of one (1) year.

II. TERMINATION

Either party may terminate this Agreement in whole or in part effective June 30th of each annual term by providing written notice on or before May 1st of such annual term.

The Board may terminate this Agreement if the YMCA violates any terms in this Agreement and such violation remains uncorrected for a period of thirty (30) days after written notice by the Board.

III. LOCATIONS, DAYS AND TIME OF OPERATION

- a. The YMCA shall operate a quality school-age childcare program (the “Program”) at Gulf Gate Elementary School (the “School”).
- b. The YMCA shall operate the Program on regular student attendance days, during the summer break, teacher workdays, and selected holidays. The hours of operation for Program during non-attendance days shall be from 7:00 A.M. to 6:00 P.M. The Program during regular student attendance days will provide before school care from 7:00 A.M. until the start of school, and from the end of the regular school day until 6:00 P.M.

IV. ELIGIBLE STUDENTS

The YMCA shall provide the Program for kindergarten through fifth grade students who are currently enrolled in the School. 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 also apply for funding from the Early Learning Coalition.

V. RATE SCHEDULE

The monthly rate schedule for school-age childcare participants for the Program is as follows:

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

The foregoing rate schedule is hereby approved by the Board for the 2024-2025 school year. The rate schedule for any ensuing years of the Agreement will be reviewed prior to the start of each new school year. No increase in the rate schedule may be made without prior written approval of the Board.

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.

The YMCA shall collaborate with the Board to offer a coordinated, quality experience regarding homework and remedial academic support to children.

VII. EVALUATIONS

The YMCA shall provide to the Board's Director of Elementary Learning two (2) oral reports during the school year. A written annual report shall be submitted in June of each year, which will include parent and participant comments and principal's evaluation results. An annual audit shall be submitted to the Board as soon as it becomes available.

VIII. SUPERVISION, RATIO, AND TRAINING

The YMCA shall provide properly qualified and certified site directors who will be responsible for the overall supervision and management of the operation of programs. If the site director is absent from a school site for any reason, the YMCA shall promptly provide a suitable replacement site director during all times while students are present at the site. The site director shall serve as the liaison between the 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) students enrolled. At least one (1) supervisory person, twenty-one (21) years of age or older, must remain on the School campus as long as any child participating in the Program is on the School campus.

The YMCA, in cooperation with the Board, shall provide appropriate training for its staff as determined by the Florida Department of Children and Families, YMCA of the USA, and YMCA staff as a result of site visitations and program evaluations.

The YMCA shall ensure background screening is performed in compliance with Chapter 1012, Florida Statutes, including Sections 1012.32, 1012.465, 1012.467 and 1012.56, Florida Statutes, as applicable. YMCA agrees to:

1. At its expense, conduct a Level 2 Criminal Background Check on all persons, whether an agent, employee, volunteer or otherwise (collectively referred to as "Employees") providing services under this Agreement. Employees must meet the screening standards set forth in Sections 435.03 and 435.04, Florida Statutes, as further described hereinbelow. The screening assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting. YMCA will promptly furnish the Board with a full list of Employees needing a badge and fingerprint and background checks. YMCA shall, upon the

expiration or termination of this Agreement, facilitate the collection of all badges issued to its Employees.

2. Before any of its Employees will be permitted on School grounds while students are present, the YMCA must forward to the Board the following: (i) A statement of attestation prepared and signed by the YMCA's CEO/President or Program Director in a form acceptable to the Board that the YMCA has conducted Level 2 background checks for all Employees providing onsite services as required by Section 435.04, Florida Statutes, to be updated for each Employee for each subsequent year of the Agreement; and (ii) YMCA will immediately furnish to Sarasota County Schools Police Department any notifications of arrests it receives with respect to Employees who had an YMCA badge issued.
3. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the Board pursuant to Florida law. Like other visitors to school grounds, YMCA Employees will also be subject to RAPTOR screening on school campuses. Additionally, any Employee must sign in and out of the school district's Volunteers Count! database each time they are on campus.

The YMCA agrees that any student records or personal information YMCA receives in the course of providing services, YMCA shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. YMCA shall (i) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law and disclose student records only to those who have a need to access the information in order to perform their assigned duties; (ii) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements; and (iii) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

IX. CHILD SAFETY

The YMCA shall deliver school-age childcare in a caring, nurturing, safe, supervised, and positive environment that is respectful of the needs of 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 parent. The School site shall provide the YMCA with names of YMCA participants who were absent from school or were dismissed early.

The YMCA staff and students in school-age childcare programs shall abide by the school's rules of conduct as stated in the School Handbook and Code of Student Conduct.

X. USE OF SCHOOL 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 the areas used for school-age childcare activities. They shall have access to any and all written records of the YMCA pertaining to the childcare programs.

The YMCA is responsible for the replacement of any missing supplies and for the repair or replacement of all loss or damage to the 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 licensed area for school-age childcare 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.

XI. CUSTODIAL SERVICE

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

XII. FOOD SERVICE

During each day when the Program is in operation, a snack shall be served to each child in attendance. The YMCA may provide the snack, or contract with the Board to provide the snack. The rate for such snack is presently established by the Board (as per agreed schedule), and is subject to an annual change at the discretion of the Board and notification to the YMCA. The Sarasota County School Food Service shall render statements monthly for the snacks provided. The YMCA shall pay each statement within twenty (20) days from the date it is rendered.

Snacks shall be preplanned and in accordance with applicable nutritional standards. Any changes to the menu shall be presented to the site director one day in advance.

XIII. LICENSE AND CERTIFICATION

The YMCA and its personnel working in the childcare programs shall meet all requirements of the Florida Department of Children and Families for childcare programs. The site directors and all instructors shall be licensed and approved accordingly. The YMCA shall be solely responsible for obtaining and maintaining the necessary certification and shall faithfully comply with all applicable laws and regulations governing the operation of the Program.

XIV. 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.

XV. INSURANCE AND INDEMNITY

The YMCA will hold harmless and indemnify the Board for any and all claims arising from negligent acts of its employees, servants, or other agents, or arising from 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 Board 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 Board shall be an additional named insured on each insurance policy.

XVI. NON-DISCRIMINATION

No person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of services under this Agreement. YMCA shall fully comply with all federal anti-discrimination laws, to the extent applicable to it, including the following: the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, the Civil Rights Act of 1866 (commonly referred to as Section 1981), the Equal Pay Act, and the Uniformed Services Employment and Re-employment Rights Act.

XVII. E-VERIFY

1. Pursuant to Section 448.095, Florida Statutes, YMCA shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all Employees hired on or after January 1, 2021 during the term of this Agreement.
2. Subcontractors
 - i. YMCA shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any Employees they may hire during the term of this Agreement.
 - ii. Subcontractors shall provide YMCA with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes.
 - iii. YMCA shall provide a copy of such affidavit to the Board upon receipt and shall

maintain a copy for the duration of this Agreement.

3. YMCA must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence may consist of, but is not limited to, providing notice of YMCA's E-Verify number.
4. Failure to comply with this provision is a material breach of this Agreement, and the Board may choose to terminate the Agreement at its sole discretion. YMCA may be liable for all costs associated with the Board securing the same services, inclusive, but not limited to, higher costs for the same services, if applicable.

XVIII. PUBLIC RECORDS.

YMCA shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, YMCA shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if YMCA does not transfer the records to the Board.
4. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of YMCA required by the Board to perform the service. If YMCA transfers all public records to the Board upon completion of the Agreement, YMCA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If YMCA keeps and maintains public records upon completion of this Agreement, YMCA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the uniform technology systems of the Board.

IF THE YMCA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE YMCA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT EITHER 941-927-4009 OR VIA EMAIL AT

**PUBLICRECORDREQUEST@SARASOTACOUNTYSCHOOLS.NET, THE
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS
BLVD., SARASOTA, FL, 34231.**

5. In the event the Board must initiate litigation against YMCA in order to enforce compliance with Chapter 119, Florida Statutes, or in the vent of litigation filed against the Board because YMCA failed to provide access to public records responsive to a public record request, the Board shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees as part of said litigation and any subsequent appeals.

XIX. BOTH PARTIES AGREE:

1. That YMCA is an independent service provider and neither it nor any of its supervisors, employees, aides or any other persons used by the YMCA shall be deemed an employee, servant, or agent of Board while serving or participating in the services provided by YMCA.
2. Any alterations, variations, modifications or waivers of this Agreement shall be void unless agreed in writing by both parties. Board and YMCA agree to amend this Agreement to comply with any modifications to the requirements of applicable federal or state laws or regulations.
3. Any notice given pursuant to this Agreement shall be made to YMCA of Southwest Florida, 200 Nokomis Avenue S., Venice, FL 34285, and to the School Board of Sarasota County, Florida, Attention: Superintendent, 1960 Landings Blvd., Sarasota, FL 34231.
4. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
5. This Agreement represents the entire agreement between the parties, and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Board and YMCA have executed this Agreement as of the date first above written.

BOARD:

**THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA**

ATTEST:

By: _____
Terrence Connor, Superintendent

By: _____
Karen Rose, Chair

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: June 5, 2024

YMCA:

YMCA OF SOUTHWEST FLORIDA INC.

By: _____
Print Name: _____
Title: _____