

**SOUTH GIBSON SCHOOL CORPORATION
CHILD CARE SERVICES AGREEMENT**

THIS AGREEMENT, entered this ____nd day of ____, 2024, by and between the **SOUTH GIBSON SCHOOL CORPORATION**, 3321 West 800 South, Fort Branch, IN 47648 (herein called the ***SCHOOL***) and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHWESTERN INDIANA, INC.** (hereinafter called the ***YMCA***) for before and after school child care services.

WITNESSETH:

WHEREAS, SCHOOL as an Indiana Public School Corporation, has the authority by law to provide space in it's facilities to non-profit organizations for the purpose of conducting a before and after school child care program for students in need of such services; and

WHEREAS, YMCA as an Indiana not-for-profit organization, and desires to operate a before or after school child care program in one or more of **SCHOOL'S** building more specifically identified below,

NOW, THEREFORE, in consideration of the mutual covenants, promises and other terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. PROPERTY

A. **SCHOOL** hereby agrees to provide to **YMCA** for use, on the days and during the hours hereinafter specified, for the purpose of conducting a before or after school child care program, the space and facilities (described in sub-paragraph (B) below) of the school buildings where Child Care is located.

B. The property to be provided by **SCHOOL** shall include the library, classroom or other suitable space(s), as determined by the ages of participants, curriculum and size of program, which shall be furnished with tables and chairs suitable for students. **YMCA** shall also have the use of the gymnasium or multi-purpose room and space outside the building at time mutually agreeable between the school principal and **YMCA** and shall have access to rest rooms, water fountains, and a telephone for emergency use within the school building designated by the school principal for the use by participants in the **YMCA's** program. The **YMCA** reserves the right to limit enrollment based on the number of participants in the space allocated by the **SCHOOL**.

C. The school shall provide the **YMCA** program with access to Wi-Fi in order to support the software needed for safe management of child data, sign-in and out procedures, attendance and curriculum.

D. If the **YMCA** makes arrangements with the Food Service Director to use central kitchen food service areas, refrigeration and/or tables in cafeteria multi-purpose rooms, the **YMCA** is responsible for cleaning whatever is used.

E. In the event during the term of this agreement, the property herein described is not available for YMCA's use, SCHOOL shall notify YMCA as soon as possible after becoming aware of such situation, and upon the request of YMCA, SCHOOL shall attempt to provide suitable alternate space subject to space availability.

2. **HOURS OF USE**

A. The hours of use of the property by YMCA shall be 6:00 a.m. until school begins and immediately following school dismissal until 5:30 p.m., on all days during the regular school year when students are scheduled to be in attendance at school as established in the applicable school year calendar. The hours above may be adjusted by either the YMCA or the school, as long as both parties are in agreement of such.

3. **YMCA FEES**

A. The YMCA shall charge and collect participation fees from families that elect to use the Child Care Services.

4. **TERM OF THE AGREEMENT**

A. Unless earlier terminated as provided in this Agreement, this Agreement commences on the first day of the 2024-2025 school year when students are in attendance, as prescribed in the above referenced applicable school year calendar, and shall automatically renew in perpetuity, unless otherwise terminated by the SCHOOL or YMCA pursuant to the terms in Section 5.

5. **OTHER TERMS AND CONDITIONS**

A. YMCA shall provide adequate and appropriate adult supervision for the program, and shall be solely responsible for the supervision of students during all times when students are under the care and control of the YMCA. It is expressly understood that SCHOOL, its employees, and agents, shall have no responsibility whatsoever to provide supervision of students participating in the YMCA's program, and shall not be deemed to assume such responsibility by any act or course of conduct.

B. YMCA shall procure and maintain in effect during the terms of this agreement a minimum of one million dollars (\$1,000,000) per occurrence liability insurance, two million dollars (\$2,000,000) aggregate liability, and list SCHOOL as additional insured. YMCA shall provide SCHOOL a certificate of insurance as evidence of insurance on or before the commencement of any program contemplated by this agreement.

C. It is expressly understood that SCHOOL shall have the right to visit, at any time, with or without prior notice, the property to observe the operation of the YMCA's program.

6. **PROTECTION OF THE PROPERTY**

A. YMCA, in the conduct of the program and in the use of the property, shall exercise reasonable care to protect the property from waste or damage, ordinary wear and tear excepted, and shall reimburse SCHOOL or cause to be repaired or replaced, any item damaged.

B. YMCA agrees to indemnify and hold harmless SCHOOL from all liability and responsibility for damage to property or for injury to, or death of person(s) arising out of, or in connection with the YMCA's operation of its child care program pursuant to the provisions of this agreement.

7. **TERMINATIONS AND ASSIGNMENTS**

A. This agreement may be terminated by either party without cause upon thirty (30) days notice in writing served upon the other party. Furthermore, the YMCA can terminate all or a portion of before and/or after school care with twenty-one (21) days notice if enrollment drops to a level to which the care is no longer financially feasible.

B. Upon termination of this agreement, YMCA shall have no obligation or responsibility to account for any funds or fees paid by students or their parents; all such matters being solely private in nature between YMCA and the individual students and parents, so that no rights and third parties are created by reason of this agreement.

C. This agreement shall not be assigned by YMCA without the prior written consent of SCHOOL, and SCHOOL may withhold consent for any reason or no reason.

IN WITNESS WHEREOF, the parties agree that they have fully read, understand, and voluntarily enter into this Agreement.

Accepted and agreed by the parties below.

SOUTH GIBSON SCHOOL CORPORATION

**YOUNG MEN'S CHRISTIAN
ASSOCIATION, INC.**

Signed: _____

Signed: Kelly Boyler

Printed: _____

Printed: Kelly Boyler

Title: _____

Title: Child Care Branch Director

Date: _____

Date: November 5, 2024