

Safe n' Sound Program (Before- and After-School) Service Contract

between

**B.R. RYALL YMCA of Northwestern DuPage County (YMCA)
49 Deicke Drive, Glen Ellyn, Illinois 60137**

and

**Community Consolidated School District 89 (D89)
22W600 Butterfield Road, Glen Ellyn, Illinois 60137**

Purpose:

The YMCA does hereby agree to provide before- and after-school programs at the elementary schools in the D89 in accordance with the terms set forth herein. The program sites are Arbor View Elementary School, Briar Glen Elementary School, Park View Elementary School and Westfield Elementary School.

The program provided by the terms of this Agreement is understood to be a program of the YMCA, provided with the consent of and on the property of the Community Consolidated School District 89, for the benefit of D89 students.

Term and Termination:

The Before- and After-School Program occurs during the operating months of the school year and will renew automatically.

Either party may terminate this Agreement only upon the provision of ninety (90) days' prior written notice. D89 may terminate this agreement immediately for cause, which is defined as a material breach of this Agreement by the YMCA, gross neglect of duty or willful misconduct, upon written notice.

Days of Operation:

Each and every day that school is open during the 180 (+/-) day school year.

Hours of Operation:

Before-School session: 6:30-8:45 a.m.

Afternoon session: 3:35-6 p.m.

Half-Day Program: 11:50-5 p.m. (at Park View and Briar Glen Schools)

Services and Staff to be Provided:

The YMCA will provide parents and guardians with all necessary program information regarding the YMCA's Policies on the Release of Students, Homework Contracts, Terms and Conditions of Participation, Medical and Emergency Information, Illness, Discipline, the availability of need-based financial assistance, termination policies, and other pertinent information.

The YMCA will schedule and hold transition "meet and greet" meetings with the parents/guardians and Administration of each school at which programs will be provided, before the first week of the school year, to familiarize D89 and participating families with the program.

The YMCA reserves the right to modify, reduce, add, or eliminate programs from time to time, keeping in mind that the general purposes as set forth in the Safe n' Sound Program overview are carried forth.

Staff applying, hired and assigned by the YMCA for this program will be fully qualified pursuant to the YMCA's employment screening and qualification processes. Qualifications will include a background check in accordance with Section 5/10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9), reference verification, fingerprinting. Criteria for hire include the following: CPR Certification and First Aid.

The YMCA guarantees a maximum student/staff ratio of 15 to one.

Facilities:

The D89 shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) to the YMCA in each of the elementary schools to ensure that the YMCA can conduct the Safe n' Sound Program as set forth within at a cost of \$1.50 per day/per full pay student for each student who enrolls in the program.

Supplies:

The YMCA is responsible for providing all supplies related to the Safe n' Sound Program.

Student Fees:

Payment and collection of student fees is between the YMCA and the attendees and their families. The Safe n' Sound programs described herein are not Community Consolidated School District 89 programs, and as such, Community Consolidated School District 89 shall not pay, collect, or guarantee any payments whatsoever. The YMCA may adopt reasonable policies for termination based on non-payment. It is the obligation of the YMCA to notify parents and guardians of all payment obligations and policies regarding non-payment. Non-payment of fees by the attendees will not constitute a reduction in payment to D89 from the YMCA as described above.

YMCA Liability and Insurance:

During the term of this Agreement, the YMCA shall maintain, at its expense, comprehensive general liability insurance for personal injury, death or property damage arising out of the negligence of the YMCA, its agents, servants, or employees. D89 shall be named as an additional insured, and the YMCA shall provide D89 proof of such insurance not less than thirty (30) days prior to the commencement of the program. The YMCA will maintain the following insurance during the life of this agreement:

- \$1M/\$2M of General Liability
- \$1M of Auto Liability
- \$1M of Umbrella or Excess Liability
- Statutory Workers Compensation limits with Employers Liability limits

During the term of this Agreement the YMCA shall indemnify, defend with competent counsel, and hold D89, its agents, servants and employees, harmless from any loss, damage, claim, or expense, including reasonable attorneys' fees arising out of any claim for tortious, discriminatory, or negligent act by the YMCA and/or its agents, servants and employees which causes harm of any type to student participant under this Agreement.

Liability of Community Consolidated School District 89:

D89 shall indemnify, defend with competent counsel, and hold the YMCA, its agents, servants and employees, harmless from any loss, damage, claim, or expense, including reasonable attorneys' fees arising out of any negligent act by the D89 and/or its agents, servants and employees which causes harm of any type to any agents, servants and employees of the YMCA or any students attending under this Agreement.

Independent Program / Independent Contractor:

All parties acknowledge that the program referenced in this document and the attachment is a program owned and operated by the YMCA, and that the YMCA is an independent contractor and not the agent, servant and/or employee of D89. The staff employed by the YMCA for the purpose of administering the services set forth herein shall be the agents and representatives of the YMCA. The YMCA bears all responsibility for the training, placement, operation and conduct of said staff members.

Entire Agreement:

The foregoing, together with the referenced Attachment and the documentation provided by the YMCA to participating parents and guardians, constitutes the parties' entire agreement in this matter. No additional terms, rights or responsibilities are incorporated herein.

Signature:

The D89 and the YMCA agree to the terms of this Agreement by signing below on this 21st day of October 2024.

Community Consolidated School District 89

YMCA of Northwestern DuPage County

James Lerch, Board of Education
President

Rob Wilkinson, CEO

Attest:

Theresa Sevier, Board of Education Secretary