

**Childcare Services Agreement
Between
Mukilteo School District No. 6
and
The Boys and Girls Club of Snohomish County**

This Agreement for Childcare Services is entered into on Nov 2, 2020, (the "Effective Date") between MUKILTEO SCHOOL DISTRICT NO. 6 ("District") and The BOYS AND GIRLS CLUB of Snohomish County ("Provider") (collectively the "Parties")..

The site for the 2020-2021 school year is Fairmount Elementary School.

Agreement During CoVid-19 Outbreak:

1. The parties agree that the Agreement shall remain in effect with schools opening in a distant learning platform during the pandemic provided, however, that the scope of services to be provided by Provider may be subject to mutually agreed upon modification in writing as necessary to address issues related to the pandemic.
2. If any government or any public health entity issues an order, directive, or public health guidance that would prohibit the Services as contemplated in this Agreement, or otherwise render any party unable to comply with the terms of this Agreement, then this Agreement shall terminate on the date the order, directive, or guidance so states or goes into effect and without penalty.
3. During the performance of the Agreement, Provider shall be knowledgeable of, remain current and comply with all applicable existing and developing health and safety guidelines, recommendations and orders related to the pandemic issued by the Snohomish Health District, Washington State Department of Health, and US Center for Disease Control.
4. Should either Party receive notice that an employee, child or other person at the facility where services are being provided under the Agreement has been confirmed to have contracted CoVid-19, that Party shall immediately notify the other Party and Snohomish Health Department so that appropriate measures may be taken. Bruce Hobert is the District's liaison with Snohomish Health District.
5. For the duration of the current CoVid-19 outbreak, the hours of operation shall be 6:00 am to 6:00 pm.

The BOYS AND GIRLS CLUB of Snohomish County will:

- a. Provide quality care for school-age children (grades K-5) called "BOYS AND GIRLS CLUB School Age Child Care" beginning September 2, 2020.
 - A. Enrollment will be based on licensing standards. A minimum enrollment of **XX** children is necessary for the program to operate.
 - B. Priority for enrollment in the BOYS AND GIRLS CLUB's Child Care program will be to students attending Mukilteo School District and students of district personnel.
 - C. Program activities for the child care will be the responsibility of the BOYS AND GIRLS CLUB, not an extension of school programs.

- D. Full day child care will be offered 6:15 am to 6:30 pm for the following:
 - i. School days with no in-person educational instruction due to the pandemic. Staff will adhere to the health and safety protocols as outlined by the Snohomish Health District, the Washington State Health Department and the Governor's orders.
 - ii. School holidays except District closed days: Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4th (and observed day July 5th), Labor Day, snow/emergency closure days, Waiver Days of October 23rd and February 26th and contract District non-work days if applicable.
 - iii. School vacations (winter holidays, spring break and summer). This will require a separate enrollment. No gym access will be permitted one week in August, date to be determined and communicated by District custodial staff.
 - E. Before and after school childcare will be offered when school re-opens for in-person educational instruction. Hours of operation will be 6:15 am until school begins, and after school until 6:00 pm. Child care will be provided for early dismissals and late starts.
 - F. A qualified site leader (over 21, with previous experience and an ECE credential or equal), will always be on site (with the possible exception of first and last hour and/or absences). A competent assistant leader (18 or older) will replace the site leader when that person is offsite.
- b. Provide quality summer child care for school age children (grades K-5) using BOYS AND GIRLS CLUB National Child Care and Day Camp Guidelines, beginning the first day of summer break 2021.
- A. Enrollment will be based on licensing standards for the allocated space (35 square feet per child). Financial assistance is available to those who demonstrate need. A minimum enrollment of XX children is necessary for the program to operate.
 - B. Priority for enrollment in the BOYS AND GIRLS CLUB Summer Child Care Program will be to students attending the designated school and living in that school's service area.
 - C. Program activities for the summer child care will be the responsibility of the BOYS AND GIRLS CLUB.
 - D. Hours of operation will be 6:00 am to 6:00 pm. The schedule will be provided on a weekly basis to the school principal as requested.
 - E. A qualified site leader (over 21, with previous experience and an ECE credential or equal) will always be on site (except for first and last hour and/or absences).
- c. For liability purposes, provide a statement of compliance for the management of concussion and head injury in youth activities as required by RCW 28A.600; a statement of compliance with the policies for sudden cardiac arrest awareness as set forth in RCW 28A.600.195; and provide proof of insurance as

stated below and required by RCW 4.24.660.

Insurance Requirements: Provider shall obtain and maintain the following insurance for the duration of the agreement:

Commercial General Liability	\$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury and property damage
Sex Abuse/Molestation Coverage	\$1 million per occurrence and \$2 million aggregate
Automobile Liability	\$1 million combines single limit and aggregate
Workers' Compensation	At least the state statutory amount
Employer's Liability	\$1 million

Provider, at its sole cost and expense, secure and maintain at least the insurance types and limits identified above on an occurrence basis, to protect the District, its successors, assigns, and the respective directors, employees, and agents of each of the foregoing from and against any and all claims, losses, harm, costs, liabilities, damages, and expenses arising out of or in connection to the Agreement. The District shall be named as an additional insured on the Provider's Commercial General Liability and Sex Abuse/Molestation Coverage policies, and Provider shall provide the District with a Certificate of Insurance with Additional Insured Endorsement naming the District as an additional insured.

- d. Provide occasional evening child care free of charge, on site for district sponsored events. This would include PTA meetings.
- e. Be responsible for all staffing and employer related responsibilities including background clearance checks on all child care employees and volunteers.
- f. The Provider agrees to protect, indemnify and hold harmless the district, its elected and appointed officials, employees, agents, staff, and volunteers from any and all claim, liabilities, damages, expenses, or rights of action, directly or indirectly attributed to the Provider's activities and/or use of the premises.
- g. Complete a Mukilteo School District Facility Use schedule request for each site used.
- h. Be responsible for daily clean-up of the room(s) including the outdoor play area. The staff and site leader are aware that daily upkeep of the facility is of utmost concern to others who use it. This includes sweeping, spot mopping, and picking up the trash.
- i. Provider will be charged for custodial services when a custodian is not on site and will be billed separately at the time they are incurred.
- j. Provide rolling cabinets (approx. 5' x 3' x 6') for storage of all program supplies and equipment, when needed.
- k. The site staff, directed by site leader, will open and close the facility as directed.
- l. Pay for any damages to the facility and equipment that are directly caused by program participants. Any damage will be reported immediately to the principal, custodian, and facility use office.
11. Provide a cellular telephone which will be unplugged and stored when the program is not in operation.

12. Provide after-hours emergency phone numbers to the district's facility use office.

Mukilteo School District No. 6 will:

1. Provide consistent space (per state child care licensing requirement WAC 388-151-330) at available district site for use by the BOYS AND GIRLS CLUB programs, free of charge, beginning the first day of school, September 2, 2020 (school functions and emergency situations will take precedence). Access to the gym, playground, and cafeteria will be permitted as available. Access to restrooms will be available.
 - When school is operating in a distant learning platform, the district will designate a drop-off area for check-in; this will limit time spent in the common areas of the school building.
2. Provide sanitary and appropriate hand washing areas. (Custodial sinks will not be used). Access to the school kitchen will only be made available if a district kitchen staff member is available to provide supervision. Food preparation and clean-up will need to be accomplished using mobile carts and stations.
3. Provide a space to house the rolling cabinet for storage of program supplies, or alternatively, access to a similarly sized closet or storage space within the building (at the choice of the District).
4. Provide necessary permanent equipment to license the facility (i.e., fire extinguisher, fire alarm system, etc., as deemed necessary by the state fire marshal).
5. Clean and sanitize restrooms daily.
6. Assure the building principal or his/her designee will serve as liaison to the site leader/program director of the BOYS AND GIRLS CLUB for open communication.

This agreement will stay in effect for one year, at which time it shall be reviewed and renewed to the satisfaction of both parties.

This agreement can be canceled upon a 60-day notice by either party if the program is not satisfactory and after reasonable attempts have been made to resolve the problem(s).

This working agreement has been reviewed and approved for the year September 1, 2020 through August 31, 2021.

BOYS AND GIRLS CLUB of Snohomish County

Mukilteo School District No. 6

Signed _____

Signed _____

Print Name: _____

Print Name: _____

Date: _____

11-2-2020

Date: _____

11/3/20