

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding (MOU)**, effective May 25, 2021, memorializes the respective commitments of the Wapakoneta Family YMCA (YMCA) and Wapakoneta City Schools (WCS) for establishing and administering YMCA Summer Day Camp after-school programs for WCS.

1. Overview

The Wapakoneta Family YMCA (Premises) is located at 1100 Defiance Street, Wapakoneta, Ohio 45895.

The YMCA Summer Camp (Camp) program is designed to provide enrolled student's a safe and nurturing environment through experiences that include a focus on social, emotional and character development. WCS seeks a place to provide extended care for enrolled WCS Summer Camp (Program) students who require additional care after the Program has ended and on days the Program is not provided by WCS.

The Director of Student Achievement will serve as the WCS liaison to work with the YMCA to develop, communicate, implement program models and resolve problems related to the transition between the Program and Camp.

The Camp will operate after drop-off by WCS Transportation Department (generally around 12:30 pm) until 6:00 pm, Monday-Thursday, from June 21 – July 23, 2021. The YMCA will also provide care to enrolled families in the Program from 6:00 am to 6:00 pm on Fridays during this period; and, families in enrolled in the Program from 6:00 am to 6:00 pm, Monday-Friday, between June 1 - June 18 and between July 26 and August 20, 2021.

2. Specific Program Commitments

Through this partnership, the YMCA and WCS will work together to enhance the well-being of WCS and YMCA participants:

A. WCS Commitments:

- a. Assist the YMCA in identifying qualified families that wish to participate in the Camp.
- b. Communicate enrollment paperwork to the YMCA.
- c. Provide marketing and communication pieces (provided by YMCA) to qualified families.
- d. Provide transportation for enrolled students to the YMCA during the Program.
- e. Provide payment for invoices within 30 days of receipt on the following schedule:
 - i. \$40.00/week for enrolled students in grades K-5 in the Program between June 21 – July 23, 2021.

- ii. \$40.00/week for enrolled students in grades K-5 in the Program between June 1, 2021 – June 18, 2021 and July 26, 2021 – August 20, 2021.
- iii. \$34.92/month for enrolled students in the Program in grades 6-8.

B. YMCA Commitments:

- a. Assist WCS in identifying qualified families that wish to participate in Camp.
- b. Provide marketing and communication pieces to WCS.
- c. Provide weekly enrollment updates with rosters to WCS.
- d. Provide a monthly invoice for past service rendered according to the following schedule:
 - i. \$40.00/week for enrolled students in grades K-5 in the Program between June 21 – July 23, 2021.
 - ii. \$40.00/week for enrolled students in grades K-5 in the Program between June 1, 2021 – June 18, 2021 and July 26, 2021 – August 20, 2021.
 - iii. \$34.92/month for enrolled students in the Program in grades 6-8.
- e. Provide financial assistance for each enrolled child in Camp of \$120.00/week for those in grades K-5; and, \$5.00/month enrolled students in Camp for grades 6-8.

3. Termination

This MOU can be terminated by either party, for any reason, with a written 30-day notice.

This MOU will automatically terminate on August 20, 2021 at 6:01 pm. However, payment for Camp services conducted in August 2021 will still be due in September 2021, up to and including August 20, 2021.

4. Indemnification and Proof of Insurance

- A. To the extent permitted by law, it is agreed that WCS will defend, hold harmless, and indemnify the YMCA, its staff, volunteers and officers, against any and all claims and losses arising in any way out of the use of the Premises by WCS and any of its members, staff, volunteers, clients or participants.
- B. The WCS has a policy of comprehensive general liability insurance, with minimum limits of \$1,000,000 personal injury, sickness, or death per any one occurrence and minimum of \$1,000,000 for loss or property damage per any one occurrence. WCS hereby agrees to provide the YMCA with a certificate of insurance reflecting the liability insurance covering both WCS and the YMCA as an additional insured to the contract of insurance issued to the User. WCS's policy carrier shall be required to notify the YMCA within 14 days of any changes to the policy or terms of coverage and of any cancellations of the policy by the insurance carrier or WCS's organization. The policy of liability insurance on which the YMCA is named as an additional insured shall be enforced throughout the period of time that the YMCA Premises is used by WCS.

5. Signatures

By signing below, all parties listed state that they have reviewed the terms of this MOU and agree to those terms set forth.

On behalf of Wapakoneta City Schools (WCS):

Aaron M. Rex

Name and Title

Aaron M. Rex Superintendent

Date 5/10/21

On behalf of the Wapakoneta Family YMCA (YMCA):

Jenny Boyer

Name and Title

Jenny Boyer Youth Development Coordinator

Date 5/12/21

cc: Angie Sparks, Wapakoneta City Schools Treasurer; Joshua Little, Wapakoneta Family YMCA Chief Executive Officer; Lisa Adkins, Wapakoneta Family YMCA Finance Director

