

MEMORANDUM OF UNDERSTANDING  
2022

This **Memorandum of Understanding (MOU)**, effective \_\_\_\_\_, 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, tentatively scheduled from June 20 – July 22, 2022. 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 May 31 - June 17 and between July 25 and August 19, 2022. These dates are tentative and will be amended when final schedules determined and released.

**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. This includes pick-up in the morning from the YMCA and drop-off in the

afternoon. WCS will provide approximate drop-off and pick-up times to YMCA at least two-weeks prior to start of 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 20 – July 22, 2022 (tentative).
  - ii. \$40.00/week for enrolled students in grades K-5 in the Program between May 31, 2021 – June 17, 2022 and July 25, 2022 – August 19, 2022 (tentative).
  - iii. \$36.00/summer 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 20 – July 22, 2022 (tentative).
  - ii. \$40.00/week for enrolled students in grades K-5 in the Program May 31, 2021 – June 17, 2022 and July 25, 2022 – August 19, 2022 (tentative).
  - iii. \$36.00/summer 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, \$10.00/summer 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 19, 2022 at 6:01 pm (tentative). However, payment for Camp services conducted in August 2022 will still be due in September 2022, up to and including August 19, 2022.

**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):

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Name and Title

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Date

On behalf of the Wapakoneta Family YMCA (YMCA):

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Name and Title

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Date

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