

**MEMO OF UNDERSTANDING MARION FAMILY YMCA AND
RIDGEDALE LOCAL SCHOOLS DISTRICT BOARD OF EDUCATION**

Preamble

THIS AGREEMENT, made this 19 day of August, 2022, by and between the **Marion Family YMCA (YMCA)** a not-for-profit corporation incorporated in the state of Ohio and **the Ridgedale Local Schools District Board of Education (Ridgedale)**, an independent public school district in, and political subdivision of, the State of Ohio.

WITNESSETH:

WHEREAS, the Ohio Department of Education is offering a grant to provide money for a program called the Summer Learning and Afterschool Opportunities Grant (Afterschool Create), which provides funds to support student learning and increase access to additional supports to those most in need because of the pandemic, and the following entities filed an application to receive approximately \$150,000 in federal funds over a two school year period (2022-2023 and 2023-2024), to-wit:

1. YMCA – Applicant, Fiscal Agent & Program Implementor
2. Ridgedale– Eligible School District

WHEREAS, the organizations are committed to helping the young people of Marion County develop their potential; and

WHEREAS, the organizations are committed to all members of the community, including men, women, and children of all ages, incomes, abilities, races, and religions without regard to ability to pay; and

WHEREAS, the organizations recognize that by working together they can achieve high-quality, cost-effective, highly efficient management; and have a mutual desire to enter into this Agreement; and

WHEREAS, the organizations wish to enter into this agreement for the YMCA to provide an after school program at Ridgedale Elementary School for elementary school students; and

NOW, THEREFORE, the YMCA and Ridgedale agree as follows:

A. General Provisions

1. The YMCA will implement, manage and provide all services of the Afterschool Create program at Ridgedale Elementary School. The YMCA will implement, manage and provide services according to ODE's grant parameters, assurances (Appendix A); the original grant application and any ODE approved changes to the program plan (Appendix B); and outcomes as included in the original grant application.
2. Ridgedale will support the YMCA according to ODE's grant parameters, assurances (Appendix A); and the original grant application and any ODE approved changes to the program plan (Appendix B).
3. Ridgedale will provide a contact person to coordinate this agreement. As of August 11, 2022 that individual is Jessica Parthemore, Principal, jparthemore@ridgedaleschools.org (740) 382-6065 x111.
4. The YMCA will provide a contact person to coordinate this agreement. As of August 11, 2022 that individual is Andrew Grimes agrimes@marionfamilyymca.org 740-725-9622.
5. The Afterschool Create program will run Monday through Friday October 4, 2022 through May 19, 2023 from dismissal of Ridgedale Elementary School until 6:00 pm on regularly scheduled and full school days.

B. Fiscal Responsibility

26. The YMCA is the recipient of an Ohio Dept. of Education Summer Learning and Afterschool Opportunities Grant for Afterschool Create, with Ridgedale as its district partner, for the costs of this program.
27. The YMCA will be the fiscal manager of Afterschool Create grant funds.
28. Ridgedale is separately responsible for all occupancy costs of the Afterschool Create program and will charge the YMCA \$0 for usage of space.
29. The YMCA will pay Ridgedale \$3,000 as support costs related to the Ridgedale staff member acting as the Ridgedale coordinator for this program. Ridgedale will invoice the YMCA for this amount.

C. Terms of Agreement and Conditions

30. This agreement shall be effective from September 1, 2022 through July 31, 2023 with the intent of both parties to renew for an additional school year.
31. This Agreement is the entire agreement that can only be modified in writing by both of the Parties.
32. This Agreement will terminate immediately should ODE terminate its funding of this grant program.
33. Each Party is responsible for maintaining its own comprehensive general liability Insurance. Each Party shall provide the other with proof of such insurance coverage promptly upon request.
34. Each Party is solely responsible for any damages arising from the misconduct or errors of its employees or agents.
35. Either party may terminate this Agreement for any material breach of this Agreement by the other party if such breach is not cured within fifteen days of receipt of written notice, detailing the alleged breach, to the party which has committed such breach. Notice of termination for material breach must be provided in writing to the other party, and such termination will become effective not less than thirty days from the date that written notice of termination is received. The parties agree to work in good faith to effectuate a smooth termination.
36. If either Party ceases to conduct its operations in the normal course of business or is unable to meet its financial obligations as they come due, or any assignment for the benefit of creditors is made by either, the other Party may terminate this Agreement.
37. The Parties agree that should any dispute arise under this Agreement, they will use their best efforts to resolve any such dispute without the need for litigation. Should a dispute arise, the Parties agree that they will schedule a meeting of all Parties to resolve the issues. If the issues remain unresolved, the next step will be for the Parties to schedule another meeting with their respective counsel. If litigation should be deemed necessary by the Parties, mediation, binding arbitration, or a court of law may be considered to resolve the issues. Both Parties agree that should litigation become necessary, they will come to an agreement on the choice of forum to achieve efficient resolution and will not cause any unnecessary burden on either Party.
38. The Parties agree that should either Party or both become involved in third-party litigation arising out of the collaborative efforts of these organizations, each Party will cooperate in the defense of third-party litigation and shall mediate any issues between them thereto, including insurance allocations and issues of proportional liability, after said litigation is fully and finally concluded.
39. Neither Party may assign this Agreement to another entity.