

## **CONTRACT SERVICE AGREEMENT**

### Preamble

THIS AGREEMENT is made this 23rd day of May, 2023 by and between the Marion Family YMCA ("YMCA") a not-for-profit corporation incorporated in the state of Ohio, and the Ridgedale Local School District Board of Education ("Ridgedale"), a 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 ("Summer Create"), which provides funds to support student learning and increase access to additional academics to those most in need because of the pandemic, and the following entities filed an application to receive approximately \$123,600 in federal funds over a three summer period (2022, 2023 and 2024), to-wit:

1. YMCA – Applicant & Fiscal Agent;
2. Ridgedale– Eligible School District & Program Implementation;

**WHEREAS**, the driving force and pivotal entity in this pursuit is Ridgedale, but the documentation and fiscal management involved in this program places significant responsibilities and liabilities upon the YMCA; and

**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 YMCA wishes to contract with Ridgedale for the implementation and management of the Ohio Department of Education (ODE) Summer Create; and

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

#### A. General Provisions

1. The YMCA shall contract with Ridgedale to implement, manage and provide all services of the Summer Create program at Ridgedale Elementary. Ridgedale 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 provide a Summer Create academic support program of 48 hours for up to 30 students between May 30 and June 28, 2023. Summer Create will also include four field trips or four onsite special events in lieu of field trips.
3. Ridgedale will provide a contact person to coordinate this agreement. As of May 18, 2023 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 May 18, 2023, that individual is Andrew Grimes agrimes@marionfamilyymca.org 740-725-9622

5. Ridgedale acknowledges that it currently meets and will continue to meet all grant assurances in Appendix A; and will take full responsibility for all grant assurances including, but not limited to, those in Appendix A.
6. The YMCA will purchase and provide Ridgedale access to BellXcel Explorer's Social Emotional Learning curriculum.
7. 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.
8. Ridgedale will collect and share data with the YMCA and ODE as described in grant application, to include, but not limited to: registration and attendance numbers; Hello Insight pre & post surveys; parent surveys developed jointly by Ridgedale and the YMCA; aggregate academic and attendance data during the 2023-2024 school year; and any other data necessary to meet ODE's reporting and compliance requirements.
9. Ridgedale shall have a designated staff member serve on a Strategic Leadership Team coordinated by the YMCA. The Strategic Leadership Team will identify areas for continuous improvement and make recommendations for such improvement.
10. Ridgedale agrees to hold child protection and safety as its highest priority including requiring of all Summer Create staff and volunteers that their interactions with youth include: 1) no inappropriate touching or language; 2) no alone time; 3) no favoritism; 4) no contact between children and staff outside Summer Create.

#### B. Fiscal Management

1. Ridgedale will submit an invoice to the YMCA within 10 business days of the end of Summer Create not to exceed \$43,310. Invoice will include detail using ODE's Object and Purpose Codes, formatted to match ODE's Project Cash Requests (PCR) and include supporting documentation that may be required by ODE.
2. Ridgedale understands that the YMCA will reimburse only those expenses for Summer Create that are included in the grant application and / or are pre-approved by the YMCA; and will only reimburse up to \$43,310. Any expenses not in the grant application, not pre-approved by the YMCA, or above \$43,310 will not be reimbursed.
3. The YMCA will pay approved invoices within 30 business days.
4. The YMCA will complete and submit to ODE a PCR corresponding to each invoice. If requested by ODE, Ridgedale will provide additional supporting documentation for expenses.
5. If ODE denies any use of funds or reimbursement of funds, Ridgedale will reimburse the YMCA that same amount, if the YMCA has already paid Ridgedale for such amount.

#### D. Term of Agreement and Conditions

1. This Agreement shall be effective from May 23 through August 31, 2023 with the intent of both parties to renew for an additional year.
2. This Agreement will terminate immediately should ODE terminate its funding of this grant program.
3. This Agreement is the entire contract that can only be modified in writing by both of the Parties.
4. 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.

5. 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.
6. 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.
7. Each party is solely responsible for any damages arising from the misconduct or errors of its employees or agents.
8. 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.
9. Neither Party may assign this Agreement to another entity.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, on this 23rd date of May, 2023.

Marion Family YMCA

Ridgedale Local School District Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_