

Memorandum of Understanding Between YMCA of Springfield and Springfield School District No. 186

This Memorandum of Understanding is entered into by and between YMCA of Springfield ("YMCA") and Springfield School District No. 186 ("District 186"), on July 24, 2023.

Purpose:

The YMCA and District 186 agree to provide an after-school program. The after-school program's purpose shall be to provide a recreational, educational, and enrichment-based program ("Program") during the after-school hours and days out of school for children who are enrolled as students at Enos Elementary School.

Elements of Program (Responsibilities of YMCA):

The YMCA shall provide the following program components including:

- Safe after-school care upon school dismissal until 6pm Monday-Friday
- Full day program option on most days off school from 7:00am-6:00pm
- Opportunity for homework help for 30 minutes daily
- Provide 30 minutes of small group tutoring for each student once per week
- Lead moderate to rigorous, safe physical activity 30 minutes daily, which includes swimming two times per week
- Provide one enrichment activity daily (crafts, STEAM, math, literacy, etc.)
- Character development activity two times per week
- YMCA Family Membership for each family

Participants Include:

Fifty students from Enos School, as decided upon by the school administration. Students will be in three consecutive grades (ie: second, third & fourth graders).

Financial Obligations of the Parties:

District 186 will pay \$78 per child per week for the after school program. District 186 will cover the cost of all fifty students per day.

The YMCA will provide a full day program on days District 186 is not in session. District 186 will pay \$40 per child per day for this full day program.

YMCA of Springfield will invoice District 186 at the end of each month and calculate costs based on the number of days the YMCA provided service that month. The YMCA of Springfield will submit an invoice to District 186. Payment is due upon receipt.

Registration Details Include:

The YMCA will waive the annual \$50 registration fee for each family. The YMCA will also waive the \$99 membership joiner fee for each family.

Online registration is required for all families.

District 186 and/or the parents will provide a brief history on each student to support academic needs. Details shared should include any behavior challenges, learning supports and more.

Transportation Details Include:

District 186 will provide transportation daily from Enos School to the YMCA of Springfield, Downtown Branch. Enos Elementary School will provide an attendance tracker daily.

Parents provide transportation to and from Downtown YMCA on days off school.

Indemnification:

Each Party agrees to indemnify, defend and hold harmless the other Party and their parent and subsidiary entities, related and affiliate entities, and its and their owners, directors, officers, employees, vendors, representatives and agents ("**Affiliates**") (each, an "**Indemnified Party**") from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, interest, and disbursements ("**Loss**"), which may be suffered by, incurred by, accrued against, charged to or recoverable from any Indemnified Party, by reason of any claims, actions, suits or proceedings ("**Claim**") arising out of or relating to any act, error or omission resulting in grossly negligent, reckless or willful misconduct of such Party or its Affiliates during the Term in connection with this Agreement including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) to a natural person; (b) damage to any other party's personal or real property; (c) any material misrepresentation or breach of warranty by such Party of any representation or warranty set forth in this Agreement; (d) any material breach by such Party of any provision of this Agreement; and (e) any claim of infringement related to any Intellectual Property Rights; *provided, however,* that the foregoing indemnity shall not apply to the extent that the applicable Loss resulted in whole from the acts or omissions of an Indemnified Party. A Party seeking indemnification under this Agreement shall give written notice thereof to the other Party promptly following discovery of the fact or circumstance giving rise thereto; *provided, however,* that any delay in providing such notice shall not impact a Party's right to be indemnified, except to the extent that the other Party is actually prejudiced thereby. Neither Party shall settle or compromise any Claim without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Insurance:

Each party represents and warrants that it has and shall have in effect policies of insurance that would provide liability coverage for their responsibilities under this MOU in an amount not less than \$1,000,000.00.

Governing Law:

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois, without regard to applicable conflicts of law principles, and this Agreement shall for all purposes be deemed to have been executed, delivered and agreed to by and between the Parties entirely within the State of Illinois.

Binding Effect; Survival:

This Agreement shall be binding upon, and will inure to the benefit of, the Parties and their successors and valid assigns. The obligations of the Parties and the provisions of this Agreement that by their nature survive the termination hereof, including those obligations as expressly stated in this Agreement, shall survive and inure to the benefit of the Parties, their successors and valid assigns.

No Third Party Beneficiaries:

Except as expressly set forth otherwise in this Agreement, this Agreement is intended solely for the benefit of the Parties and their respective successors and valid assigns, and is not intended to confer any benefits upon, or create any rights in favor of, any other party other than the Parties.

Entire Agreement:

This Memorandum of Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior or contemporaneous agreements, understandings or representations, written or oral, by the Parties. The headings in this Agreement are provided for convenience of reference only and shall not affect the construction of any text. Any reference to the singular shall also include a reference to the plural, and vice versa, as the context requires. This Agreement shall be construed as drafted by all of the Parties, and no provision of this Agreement shall be interpreted for or against any Party on the basis that a Party, its Affiliates or counsel drafted such provision. In the event of any conflict between any term or provision of this Agreement and any term or provision of any exhibit hereto, the term or provision of this main document shall prevail.

Amendment:

An amendment will be written on an annual basis to update details of this Agreement, including but not limited to the following: calendar of program offerings, number of participants, grades of participants, parent expectations,

behavioral code of conduct, data collection and program components. This amendment will be signed by the Parties prior to the start of each school year.

Severability:

If any term or provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, illegal, invalid, or otherwise unenforceable under Applicable Law, such provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Either party will have the right to terminate the contract by giving written notice to the other party at least sixty days in advance.

Effective Date and Term:

This agreement shall become effective on August 1st, 2023 and terminate on May 31, 2024, unless extended by a subsequent written agreement. The terms and conditions and provisions provided here will remain in effect until this expires or is terminated.

District 186 Representative Signature

Printed Name

Title

Date

YMCA of Springfield Representative Signature

Printed Name

Title

Date