

MEMORANDUM OF UNDERSTANDING

School City of Hobart and Hobart Family YMCA

The **School City of Hobart**, hereinafter referred to as **SCOH**, and the **Hobart Family YMCA**, hereinafter referred to as **YMCA**, enter into this Memorandum of Understanding (MOU) for the express purpose of implementing an Out-of-School Time Program. It is understood by and between the parties that the implementation of the MOU is contingent upon continued funding received by **Indiana Alliance of YMCAs** from IDOE.

School City of Hobart and **Hobart Family YMCA** desire to work cooperatively to build an asset-based approach to the delivery of services to youth and families. **SCOH** and **YMCA** will implement effective strength-focused strategies for positive youth development as part of the Out-of-School Time Program at **Joan Martin Elementary School**.

PURPOSE

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties, based on the intent to meet the service delivery needs of the Out-of-School Time Program as described in the program application, and to set forth the operative conditions which will govern this important partnership.

DESCRIPTION OF PROGRAM SERVICES

SCOH agrees to the following:

1. Provide adequate space for services. This will include a minimum of a designated office space, the cafeteria, gymnasium, classroom space and the library media center/computer lab at **Joan Martin Elementary School**; and will include a designated office space, the cafeteria, gymnasium, classroom space (as needed) and the library/media center at **Joan Martin Elementary School**. Space provided will also include a space, desk, phone, and computer for any necessary program staff. Space provided will also provide designated confidential space for any necessary outside providers (Therapists, Case Workers, etc.) to meet with youth during the out-of-school time program.

2. Work collaboratively with **YMCA** to identify high-priority student participants and to meet needs of youth served in the program.
3. Collaborate with **YMCA** to maintain student files/records in accordance with **YMCA** and **SCOH** agreement at above named school.
4. Follow all parameters and basic conditions set forth in grant received to provide brokered or delivered services. Support collaborative agreement with each school, superintendent, and CBO.
5. Provide out-of-school time snacks and meals through the School Nutrition Program managed by IDOE.
6. Maintain coordination of other agencies and service providers with **YMCA**.
7. Make available data with continued access to school-day database for youth served by the out-of-school time program for input into the out-of-school time data management system so that out-of-school time program may monitor the services it provides, determine its service impact on student achievement, and report aggregate data to the funders and stakeholders supporting program services at the Joan Martin Elementary school **with parent permission:**
 - a. attendance
 - b. incidents of misbehavior
 - c. student demographics, free lunch information, birthdate, student testing number (STN)
 - d. numeric grades for each grading period
 - e. standardized test scores (e.g., I Learn, IREAD, STAR, and other standardized tests)
8. Assist with coordination of safe transportation of youth home following the Out-of-School Time Program. This includes providing **YMCA** with a list of youth who are transported by parents/authorized guardians and those who will board buses for transportation home.
11. Provide professional development opportunities to **YMCA** staff.

Hobart Family YMCA will:

1. Maintain student confidentiality by:
 - a. Limiting access to student records on data management system to key personnel involved in the coordination or provision of program services;
 - b. Maintaining strict controls over data management system usernames and passwords;

- c. Producing and disseminating all public reports in aggregate terms. No reports will be produced or disseminated that identify individual youth; and
 - d. Making available to appropriate school personnel any program or project reports upon request within a reasonable time period.
2. Certify in writing and/or present satisfactory evidence that all program personnel are not on the Child Abuse and Neglect Registry and have a satisfactory criminal background check.
 3. Run background checks for all program staff and volunteers.
 4. Hire, train, supervise and evaluate all program personnel.
 5. Compile all reports as required by funding source and its timeline requirements.
 6. Identify community resources to supplement the educational and enrichment programs provided at the above-named school including volunteers, community support services, and in-kind contributions.
 7. Manage all agency/business partnerships on behalf of the school with the approval of the administration.
 8. Support the SCOH mission and promote LEA/CBO partnership throughout the County.
 9. Provide a parent sign-up table and **YMCA** representative at each program site's School Registration Days.
 10. Provide Program Director to oversee Site Directors (Coordinators) and to support their collaborative work with school administrators and **YMCA** partner agencies.
 11. Deliver services as an out-of-school time program from **3:30** PM to **6:00** PM at **Joan Martin Elementary School** on designated days of program's operation.
 12. Be responsible for maintaining evaluation data, attendance forms, and other relevant program documentation as needed by **School City of Hobart** and project evaluators (local and State).
 13. Be responsible for general program coordination, including set-ups and clean-up and first aid.

School City of Hobart and Hobart Family YMCA will work collaboratively to:

1. Cooperate in the collection, analysis, use, and reporting of data related to specific youth receiving program services at the above-named school(s). The purpose is to ensure **Hobart Family YMCA** is able to track, evaluate, adjust, and report on services provided to youth in a sensitive and confidential manner.
2. Data will be stored on the program data management system, **with parent permission.**

3. Provide an end-of-year needs assessment to discuss ways in which the program services at each school can be enhanced.
4. Meetings will be held on a regular basis between the **Joan Martin Elementary School** building principal and the Sr. Program Director of **School Age Child Care Program** or her designee to address initiatives. Reports may be provided to the **School City of Hobart** Board of Trustees, Superintendent, and **Hobart Family YMCA** Board of Directors to report progress.
5. In the event the principal thinks that a program staff member is ineffective in performing his/her duties that have not been resolved through direct conversation with the program staff member, the principal will state these reasons to the Program Director. **School City of Hobart** and **Hobart Family YMCA** may meet to mediate or resolve any problems. If the problems cannot be resolved, the program staff member could be removed from the school.

MUTUAL AGREEMENTS

1. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any changes to this Agreement must be mutually agreed upon by the parties and shall be incorporated in written statements to this Agreement.
2. In no event shall **Hobart Family YMCA** employees under this Agreement be considered employees of **School City of Hobart**.
3. In no event shall **School City of Hobart** employees under this Agreement be considered employees of **Hobart Family YMCA**.
4. Liability Insurance: **Hobart Family YMCA** shall maintain a general liability policy of insurance covering its activities on the premises.

TERMS

The term of this Memorandum of Understanding shall commence no earlier than **January 1, 2022** and continue through **June 30, 2024**. This MOU may be reviewed by both parties annually. Existing labor contracts will be honored in the execution of services. The intent is not to supplant work that would belong to a bargaining unit member.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior

Agreement, oral or written, and all other communication between the parties relating to such subject matter.

TERMINATION

Either party may terminate this Agreement at any time by giving written notice of said termination, should the other party fail to substantially perform its obligations under the Agreement. Either party may terminate this agreement without cause at any time upon mutual agreement between the parties or by giving the other party at least thirty (30) days advances written notice. The notice required under this clause shall be sent by registered mail.

32 E 7th Street, Hobart IN 46342

601 West 40th Place, Hobart IN 46342

AMENDMENTS

Amendments to this MOU may be made with the mutual written agreement of both parties.


HOLD HARMLESS/INDEMNIFICATION

School City of Hobart agrees to indemnify, defend and hold harmless **Hobart Family YMCA**, its Board of Trustees, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of **School City of Hobart**. It is understood that such indemnity shall survive the termination of this Agreement.

Hobart Family YMCA agrees to indemnify, defend and hold harmless **School City of Hobart**, its Board of Trustees, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of **Hobart Family YMCA**. It is understood that such indemnity shall survive the termination of this Agreement.

Insurance: As part of, but without limiting the hold harmless covenant, **Hobart Family YMCA** shall, during the term of this Agreement, carry a comprehensive general

liability or property damage insurance in the amount of ONE MILLION DOLLARS (\$1,000,000). **School City of Hobart**, and in their capacity as such, its officers, agent and employees shall be named as additional named insured in said policy. A certificate of said insurance shall be filed with **School City of Hobart** before commencement by **Hobart Family YMCA** of performance under this MOU. Said insurance shall contain a clause prohibiting cancellation without ten (10) days advance notice to **School City of Hobart**. A certificate of insurance showing compliance with these requirements shall be filed with **School City of Hobart Name Chief Financial Officer**.

	<u>9/10/21</u>
<hr/> SCOH Authorized Signature	<hr/> Date
<hr/> Hobart YMCA Authorized Signature	<hr/> Date