

## AGREEMENT

THIS AGREEMENT is made this 1 day of September, 2015, by and between the Wattsburg Area School District, a political subdivision of the Commonwealth of Pennsylvania, having its principal administrative office at Erie, Pennsylvania, and the YMCA of Greater Erie ("YMCA"), a non-profit corporation having its principal place of business at 31 West Tenth Street, Erie, Pennsylvania, 16501.

WHEREAS, the YMCA desires to conduct a state-licensed Child Care Program in the Wattsburg Elementary Center to provide a variety of activities designed to meet the social, recreational, development and self-esteem enhancement needs of children.

WHEREAS, the YMCA and the District are desirous to establish their respective obligations with respect to such child care program on District premises.

NOW, THEREFORE, the YMCA and the District, intending to be legally bound hereby, agree as follows:

### 1. Provision of Facilities

- a. In consideration of the covenants stated herein, the District agrees to provide an area within the Wattsburg Elementary Center consisting of two classrooms and the usage of gymnasium in relation to the conduct of the Child Care Program. The YMCA agrees to compensate the district the mutually agreed amount of \$400 per month fee for these areas. In connection with the use of the foregoing premises, the District also agrees to provide the YMCA access to the following:
  - i. Boys and girls restrooms as designated by the District;
  - ii. Reasonable storage space as designated by the District;
  - iii. The recreational areas of the gymnasium prior to the start of school and after school and during the summer holiday period; and
  - iv. Outdoor play space adjacent to the Wattsburg Elementary Center as designated by the District
  - v. The use of gym for Action-Based Learning during school hours as available.
- b. The District will provide access to the designated areas and rooms only on Monday through Friday, beginning at 6:30 a.m. and ending on those days at 6:00 p.m. The District shall not be obligated to provide and the YMCA shall not be entitled to access to the aforesaid premises prior to the aforesaid commencement time, subsequent to the aforesaid ending time or on Saturdays or Sundays.

### 2. Operation and Conduct of the Child Care Program

- a. The Child Care Program to be operated by the YMCA on the District premises shall be restricted to children through age fifteen (15).
- b. The YMCA shall prepare and submit all necessary applications to the Department of Public Welfare to become a state-licensed child care center and shall secure all other licenses and permits necessary for the operation of the child care program. The District shall have no obligation to secure or submit any application, license or permit, excepting a building occupancy permit, in relation to the operation and conduct of the child care program. Prior to the commencement date hereof, the YMCA shall provide the District with written evidence of its securement of its state license to conduct a child care program.
- c. All persons engaged in the operation and conduct of the child care program shall be employees of the YMCA and will not be regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons shall

be the exclusive responsibility of the YMCA. The District shall have no obligation to provide any compensation, benefit, direction, assistance or supervision of any person engaged in the operation and conduct of the child care program.

- d. At all times, the YMCA shall employ and assign appropriate and sufficient staff to reasonable supervise children attending the child care program and shall endeavor to protect against and prevent damage to the District's personal property, buildings and grounds or injury to persons while on the District's premises.
  - e. All equipment, supplies, foodstuffs and beverages used in the operation and conduct of the child care program shall be provided by the YMCA or the child care program participants. The District shall have no obligation to provide any equipment, supplies, foodstuffs or beverages in the operation and conduct of the child care program.
  - f. The District will provide paper supplies and approved cleaning supplies with the exception of copying paper. The YMCA will continue to supply copy paper to cover their usage of copies.
  - g. The YMCA shall maintain all records, invoices and statements relating to the child care program, shall be responsible for receiving and responding to all communications with persons concerning any aspect of the child care program, and otherwise shall be responsible for the daily administration, supervision and operation of the child care program. The District shall have no obligation to provide or perform record keeping, administrative, supervisory or operational services or assistance in relation to the child care program.
  - h. The operation of the child care program shall not interfere with the normal operation or maintenance of the District's school building or the conduct of events or activities sponsored, conducted or operated by the District.
  - i. Except as hereinbefore provided for the provision of designated building, areas and rooms, the District shall have no obligation, responsibility or liability in the operation and conduct of the child care program.
3. The Summer Y Child Care Program will be operated by the YMCA with two components:
- a. Day Camp for children age 6-15 and
  - b. Firefly Camp for children age 3-5
4. Terms of Agreement  
The term of this Agreement shall commence on September 1, 2015 to August 31, 2016. This Agreement may be renewed from year to year, and may be subject to revision by either party sixty (60) days prior to the renewal date.
5. Reimbursement of Maintenance/Repair Costs  
In the event of any damage to the premises or to equipment or personal property of the District caused in whole or in part by the YMCA, its staff or participants or others involved in the child care program or in connection with the operation of the child care program, the YMCA shall promptly notify the District of the damage or loss. Upon notification of such damage or loss, the District, at its option, may:
- a. Direct the YMCA to repair or remedy the damage or loss at the YMCA's expense, or
  - b. Repair or remedy the damage or loss and invoice the YMCA for the cost hereof which invoice shall be payable by the YMCA within thirty (30) days thereof.

6. Insurance

During the term of the Agreement, the YMCA shall maintain in full force and effect insurance coverage in the amounts and of the nature summarized in the insurance declaration documents appended hereto as "Exhibit A". Prior to the occupancy by the YMCA of any building, area or room pursuant to the Agreement, the YMCA shall provide the District with a Certificate of Insurance, which identifies the District as an "Additional Insured".

7. Indemnification

The YMCA shall defend, indemnify, hold free and save harmless the District from any loss, action, demands, suits, judgments and claims of any kind, including any expense, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of the YMCA, its officers, employees, agents or representatives, in the conduct and operation of the child care program on the premises of the District.

8. No Assignment

This Agreement, and the YMCA's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of the members of the Board of School Directors of the District.

9. Entire Agreement

This Agreement embodies the entire understanding between the parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification hereof may be made except in writing signed by the parties hereto and subject to the ratification of the same by recorded vote of a majority of the members of the Board of School Directors.

10. Construction

The YMCA and the District agrees that, in the construction, interpretation and application of this Agreement, no presumption shall be deemed to exist in favor of or against any party hereto as a result of the preparation and negotiation of this Agreement.

WHEREFORE, in witness whereof, the parties hereto have set their hands and seals the day and year aforesaid.

Attest:  
DISTRICT

WATTBURG AREA SCHOOL DISTRICT

\_\_\_\_\_  
School Board Secretary

\_\_\_\_\_  
President, Board of School Directors

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Attest  
YMCA, Inc.

\_\_\_\_\_  
YMCA of Greater Erie  
President/CEO, YMCA of Greater Erie