

Agreement
YMCA of Greater Seattle -
YMCA of Greater Seattle Northshore Branch
HomeZone/TeenZone (Physical Education, Swim & "the Arts") Program Service
For Home School Students of the Northshore School District.

This Agreement is entered into between the Northshore School District ("District") and the *YMCA of Greater Seattle* ("YMCA"), having its Corporate Offices at 909 Fourth Avenue, Seattle, Washington, 98104-1194. 3

Whereas, the District and the YMCA are mutually interested in providing youth fitness, aquatic and recreation programs for the home school students of the Northshore School District and both organizations are authorized to enter into agreements with each other, and

Whereas, the Northshore School District and the YMCA wish to cooperate in developing, registering, and delivering certain fitness and recreation programs to the District home school students at the YMCA's Northshore Branch, 11811 NE 195th Street, Bothell, WA 98011.

Now, therefore, in consideration of the mutual benefits contained herein, it is agreed as follows:

1. Contacts

1.1 The School contact is:

Dave Robinson-Director of Homeschool Networks, 489-6398,
d robinson@nsd.org
Debi Forsell – Homeschool Networks, 489-6445
dforsell@nsd.org

1.2 The YMCA contacts are:

Chris Bellecourt, Community Programs Director
cbellecourt@ns.seattleyymca.org
Kari Schmauch, Community Programs Coordinator
kschmauch@ns.seattleyymca.org
Kyla Smith, Associate Executive
ksmith@ns.seattleyymca.org
Phone #(425) 485-9797

2. Term

2.1 The term of this agreement shall be 9/26/2005 – 6/16/2006.

3. District Responsibilities

3.1 The District will distribute YMCA registration forms to Northshore School District students participating in the program prior to the start of a new session.

3.2 The District will provide feedback with the YMCA in the planning of the program.

- 3.3 The District will provide the YMCA with a school calendar, which indicates school holidays and breaks of the Northshore School District.
- 3.4 The district will provide the Northshore Home School participants with a voucher each session to present to the Northshore YMCA at the time of registration.
4. **YMCA Responsibilities**
- 4.1 The YMCA will plan and provide aquatic, fitness and “arts” programs for the home school students of the Northshore School District.
- 4.2 The YMCA will provide a P.E. instructor, “arts” instructor, swim instructor and lifeguard during the scheduled recreation period.
- 4.3 The YMCA will provide registration forms to the District to distribute to the district participants.
- 4.4 The YMCA will keep weekly attendance records of all participants of the Home School program.
- 4.5 The YMCA will handle all registration of participants of the Home School program.
- 4.6 The YMCA will provide an invoice to the Northshore School district two weeks prior to the end of each session.
- 5.0 **Schedule and Class Type**
- 5.1 Class time for the District will be provided on Monday, Tuesday, Wednesday, and Friday from 1:00-3:30 and Fridays from 9:30-12:00pm.
- 5.2 There will be a max of 48 students and a minimum of 24 per class. The YMCA holds the right to cancel any class that has not met the minimum participants.
- 5.3 The YMCA will not provide recreation programs for the District during vacation breaks of the Northshore School District.
- 5.4 The Northshore YMCA will schedule all class times for the Home School program based of facility requirements.
6. **Fees**
- 6.1 The District will pay a rate of \$55.00 per child per session, based on three 11-week sessions.
- 6.2 Session Dates will run Fall (9/26-12/16), Winter (1/2-3/24) and Spring (3/27-6/16).

- 6.3 The District will make payments, within 30 days of billing. The YMCA will bill on a session basis. If payment is not received within the 30 days, a \$25.00 late fee will be implemented.
- 6.4 All participants of the program must be either a YMCA facility member or program member, and be paid in full prior to registration of any session by the participant.
- 6.5 The YMCA holds the right to determine co-pay fees within current budget structure.

7. **Cancellation**

- 7.1 Each party to this agreement shall inform the other of any cancellation of a class or session under its control not less than two weeks before the start of the class in question. For cancellations beyond its control, each party shall notify the other as soon as possible.
- 7.2 Notwithstanding the above, the YMCA may cancel any class covered by this agreement, for any reason, by giving the District 7 days notice prior to the first scheduled day of a session.
- 7.3 If notification of a class is not given within the guidelines in 7.1, the YMCA will bill for the class session.

8. **Termination**

- 8.1 If the District determines that the YMCA recreation program's safety, quality or appropriateness for the students intended is inferior, the District shall notify the YMCA in writing of the specific deficiencies found. If such deficiencies have not been corrected within two weeks of such notice, the District may terminate the program in question immediately.
- 8.2 Program fees shall be prorated for partially incomplete or canceled classes in a program following termination.

9. **Insurance**

- 9.1 The District shall provide the YMCA with a certificate of insurance evidencing liability insurance as regards the YMCA Home School Program.
- 9.2 The YMCA shall provide the District with a certificate of insurance evidencing liability insurance, as regards the Home School Program.

10. **Indemnification**

- 10.1 The District shall defend, indemnify and hold the YMCA, its officers, employees, volunteers and agents harmless from any and all claims, injuries, damages, losses, or suits

including attorneys fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the negligence of the YMCA.

- 10.2 Likewise, the YMCA shall defend, indemnify and hold the District, its officers, employees, volunteers and agents harmless from any and all claims, injuries, damages, losses, or suits including attorneys fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the negligence of the District.

11. **Independent Contractor**

- 11.1 The services provided by the YMCA are provided as an independent contractor. Nothing in this agreement shall be considered to create the relationship of employer and employees between the parties. Neither the YMCA nor any YMCA employee or contractor of the YMCA shall be entitled to any benefits accorded to District employees by virtue of the services provided under this agreement. The District will not be responsible for paying any salaries to the YMCA's contractors or employees or for withholding appropriated taxes.

12. **Entire Agreement**

- 12.1 This agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties. Either party may request changes in the agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this agreement.

YMCA of Greater Seattle

By: Karen G. Jurek
Northshore School District

Date: 10/25/05

By: Christy Lueders
YMCA of Greater Seattle
CHRISTY LUEDERS, SVP + CFO

Date: 9-27-05