

**YMCA OF THE FOX CITIES
NEENAH-MENASHA YMCA
CONTRACT AGREEMENT With The
NEENAH AREA SCHOOL DISTRICT
August ____, 2012 through June ____, 2013**

The agreement is made this ____ day of ____, effective August ____, 2012 through and inclusive of June ____, 2013, by and between the Neenah Area School District, hereinafter referred to as "NJSD", 410 S. Commercial St., Neenah, Wisconsin 54956, and the Neenah-Menasha YMCA, a branch of the YMCA of the Fox Cities, hereinafter referred to as "YMCA" 110 W. North Water St., Neenah, Wisconsin 54956.

WHEREAS, the NJSD will maintain facilities for the use of its employees at assigned school sites throughout the district; and

WHEREAS, the NJSD desires that the YMCA operate said facilities on the NJSD's premises and the YMCA wishes to accept such responsibility upon the terms, provisions and conditions herein contained:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between NJSD and the YMCA.

FIRST: DESCRIPTION OF WORK

- A. The YMCA shall operate and be responsible for physical fitness/wellness activities of NJSD employees and spouses on NJSD premises.**
- B. The YMCA shall recommend standards of eligibility for NJSD employees, spouses, dependents, and designated guests for participation in all NJSD physical fitness/wellness activities.**
- C. The YMCA wellness coordinator will plan, organize, and develop programs for NJSD and work with NJSD administration to determine program direction, needs and motivation. The coordinator will work with a team of professionals at the Neenah-Menasha YMCA and report to NJSD and YMCA administrators.**
- D. The YMCA wellness coordinator will coordinate the NJSD WELCOA Application.**
- E. The services to be provided by the YMCA under this contract shall include, without limitation:**
 - 1. Staffing of a part-time wellness coordinator for program development for **34 hours per week** for 40 weeks.

NJSD shall establish the hours of availability of the wellness coordinator. The days for staffing (subject to change with mutual agreement and approval of NJSD and the YMCA) shall be Monday through Friday. The hours of staffing shall vary according to the needs for programming.
 - 2. Develop and implement a variety of fitness/wellness programs designed to meet the needs of NJSD employees; all programs will be by mutual agreement of NJSD and YMCA. Responsibility for employees who have medical problems with contraindications to exercise must be approved for participation in fitness activities by a physician.
 - 3. Payment of all compensation, including wages and other benefits to its staff.
 - 4. Maintain participant database to determine the effectiveness of the program.
 - a. Additional record keeping, requested by management, will be adhered to including a monthly and yearly report with a comparison of results from year to year for the NJSD population. Reports will track progress and effectiveness of programming.
 - 5. YMCA wellness coordinator will coordinate all health, social, physical and educational programming as listed below.

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HEALTH PROGRAMMING

1. Wellness Coaching will be provided to NJSD employees.

- a. Interested employees will receive individual coaching sessions with the YMCA wellness coordinator to address health concerns.
- b. Wellness coaching will give employees personal attention and guidance to bridge the gap between thinking about what it is they need to change in their life to actually developing a plan and carrying it out.

Fee: No cost to employee.

2. Fitness Assessments can be provided for NJSD employees by certified YMCA staff.

- a. Testing would be held by appointment only through the YMCA.
- b. All results will be kept confidential and a database will continue to be used to show effectiveness of program.
- c. Follow-up testing scheduled for employees on an individual basis.
- d. Assessment may include iMett Cardiovascular Testing to determine individual Anaerobic threshold and VO2 Max.

Fee: \$25.00 per person (Free with YMCA membership).

3. Cholesterol Blood Screening will be provided annually for all NJSD employees.

- a. The YMCA wellness coordinator will help to coordinate and conduct all administrative work for cholesterol blood screenings through the NJSD provider and Affinity for September/October.

Fee: Participant fee to be determined.

4. Body Composition can be provided, upon request, for NJSD employees.

- a. The YMCA lifestyle center staff and the wellness coordinator will provide body composition assessments for NJSD employees.
- b. The assessment will determine individual percent body fat and lean muscle mass.

Fee: \$10.00 per person (Free with YMCA membership).

5. Weight Management Program

- a. The YMCA wellness coordinator will continue to develop small group weight management sessions to address the health and wellness issues of NJSD employees.
- b. All materials and nutritionist will be provided.

Fee: Participant fee to be determined

SOCIAL/RECREATIONAL PROGRAMMING

- 1. The YMCA wellness coordinator will provide information to employees and their families of NJSD regarding special events held throughout the community to foster wellness, camaraderie and fun. These include, but are not limited too, area run /walks, community health and fitness days, sporting events, and sporting leagues. Registration for these events is the sole responsibility of the participant and not that of the YMCA wellness coordinator.

Fee: Participant fees to be determined by event.

- 2. The wellness coordinator will implement programming in celebration of National Employee Health and Fitness Week.

PHYSICAL PROGRAMMING

1. YMCA Corporate Wellness Program

The YMCA wellness coordinator will promote and implement the YMCA Corporate Wellness Program. The Corporate Wellness Program is a three (3) month YMCA membership offered to all NJSD employees and family members. The program includes: use of pools, track and Lifestyle Center, fitness center, a fitness assessment, equipment orientation, all land and water fitness classes. All other programs would be at a YMCA member rate during the three (3) month period. Family members may sign up during general public registration time at the member rate.

Fee: Participant fee \$120.00 per adult (NJSD employee).

2. Fitness Classes will be provided, upon request, for NJSD employees.

- a. The YMCA fitness department will provide certified instructors to lead fitness classes which may include: aerobics, Yoga, Pilates, Group Cycling, Boot Camp, and Ballroom Dance.
- b. Each session will be 5-7 weeks (10-14 classes) and 45-60 minutes, in length.
- c. Minimum class enrollment: 10

Fee: Fee of \$18-40 per session, dependent upon class, payable to YMCA.

Note: Many classes are free at the YMCA with a YMCA membership.

EDUCATIONAL PROGRAMMING

1. The YMCA wellness coordinator will develop, promote, and implement educational programming and workshops for NJSD employees and families. The following is a list of possibilities:

- Massage/reflexology
- ½ Marathon Training
- Walk-To-Win
- Health fairs
- Soleburner
- Functional Fitness
- Bike to Work Week
- Bike Challenge
- Nutrition Basics Program
- Various Health and fitness topics
- Yoga for Stress Relief
- Skin Cancer Screening
- CPR/AED/First Aid (Any trainings held by the wellness coordinator in the summer – outside of contracted hours will be billed at \$20.00 per hour)

Fee: Participant fee TBD based on costs of presenters. Includes materials.

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2. School Site Visits

YMCA wellness coordinator will provide semi-annual visits to each school site throughout the school year to provide lunch-time "Ask the Expert" sessions on various health and wellness topics to faculty and staff.

- a. The YMCA wellness coordinator will be present during the August all staff meeting to help promote the program. Information will be available regarding the events for the upcoming school year.
- b. The YMCA wellness coordinator will be available to attend new employee meetings to promote the program and increase awareness. Arrangements to attend these meetings will be made in conjunction with NJSD development coordinator.

SECOND: INDEPENDENT CONTRACTOR STATUS

The parties intend that the YMCA shall act as an independent contractor in the performance of this agreement, and shall retain complete control over its agents and employees. The YMCA is not to be considered an agent or employee of the NJSD, and the employees of the YMCA are not entitled to any of the benefits that NJSD provides for its own employees. The NJSD is interested only in the results to be achieved; the conduct and control of the work will lie solely with the YMCA.

All programs developed and implemented by the YMCA employee on behalf of NJSD will remain the sole property of the YMCA.

THIRD: CONFIDENTIALITY

All information learned during the course of the work day will be held confidential at all times and according to any applicable regulations.

FOURTH: PREMISES AND EQUIPMENT

- A. The NJSD shall furnish to the YMCA, without charge, the use of space, furniture and equipment, as shall, in the opinion of the NJSD be necessary to provide the services desired by the NJSD.
 1. YMCA shall take reasonable and proper care of the equipment furnished by the NJSD and shall return it in good condition to the NJSD at the termination of this agreement allowing for ordinary wear and tear.
 2. The NJSD, at its own cost and expense, shall maintain and keep in good repair the premises and equipment supplied hereunder for the YMCA's use and shall from time to time furnish additional equipment as requisitioned by the YMCA and approved by the NJSD and replace such articles as may become worn, broken, used, lost or otherwise disposed of in the operation of the facilities and for complimenting the facilities equipment options.
 3. The NJSD shall furnish without charge to the YMCA for the use thereof, all light, heat, power, hot and cold water, (local) telephone service, and trash and garbage disposal necessary for the performance of this agreement.
- B. Premises and the equipment furnished for the performance of this agreement shall comply with all applicable building, sanitation, safety and health laws, ordinances, rules and regulations, including Occupational Safety and Health Act of 1970 (OSHA) or applicable state OSHA Act and the standards promulgated thereafter. The YMCA shall take reasonable and proper care of premises and equipment in its custody and control and shall use them in a manner which will not cause violation of said laws, ordinances, rules and regulations, including reporting and record keeping requirements. NJSD shall make any repairs, alterations, modifications or replacements necessary to correct conditions in its sanitation, health or safety law, ordinance, rule or regulations.

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- C. NJSD shall provide the services of its maintenance staff for proper maintenance of the facilities.
- D. The NJSD reserves the right to establish reasonable regulations with respect to safety, sanitation and maintenance of premises and equipment occupied or used by the YMCA in their performance of this agreement and the YMCA agrees to comply with such regulations.

FIFTH: SCHOOL REPRESENTATION

The YMCA wellness coordinator will work with NJSD staff to develop, promote, and implement wellness programs.

SIXTH: NAME RECOGNITION

All promotional materials and information representing the wellness program worded as follows, "Neenah Joint School District Wellness Program in cooperation with (or "managed by") the Neenah-Menasha YMCA, a branch of the YMCA of the Fox Cities.

SEVENTH: PERSONNEL

- A. The assignment of YMCA employees for work on the premises of NJSD shall be subject to the approval of NJSD. The YMCA's employees shall obey and cooperate with such rules and regulations as NJSD may establish with regard to the use and occupancy of its premises.
- B. The parties hereto agree that for the duration of this agreement and one (1) year thereafter neither shall hire nor contract with, directly or indirectly, any person who is, or who during the prior six (6) months was employed in a management capacity by the other in any manner connected with the operation of the wellness program described herein.

EIGHTH: INSURANCE

- A. The YMCA agrees to furnish and maintain the following insurance policies for itself at all times during the term of this agreement.
 - 1. The YMCA shall provide worker's compensation insurance and shall furnish a certificate of insurance to such effect.
 - 2. Commercial general liability insurance with a combined single limit of not less than \$3,000,000.
- B. The YMCA will not be permitted to bring its employees, materials, or equipment on the NJSD's premises until the NJSD receives from the YMCA an acceptable Certificate of Insurance. The YMCA shall submit two copies of such certificates that shall be from an insurance carrier acceptable to the NJSD. Such certificates shall state that the insurance carrier has issued the policies providing for the insurance specified herein; that such policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates.
- C. NJSD will provide and maintain commercial general liability insurance with a combined single limit of not less than \$3,000,000. Upon written request from the YMCA the NJSD will submit a certificate of insurance to the YMCA.

NINTH: ASSIGNMENT

Neither the YMCA nor the NJSD shall sign this agreement, in whole or in part, without the consent, in writing of the other party.

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TENTH: PAYMENT

There will be no exchange of dollars between the YMCA and NJSD unless otherwise designated in this contract or in situations where personnel in either organization are called in for services, i.e., additional custodial help, Life guards, etc. This agreement is inclusive of the YMCA before/after school care, post prom, pool usage at the YMCA, and any additional components agreed upon between the NJSD and the YMCA.

ELEVENTH: TERMINATION

- A. Either party may terminate this agreement without cause at any time after the agreement has been in effect for one (1) year, by giving not less than sixty (60) days' prior written notice to the other party of the intention to terminate this agreement and the specific termination date.
- B. In the event that either party shall fail to comply with any of the obligations required of that party herein and, following receipt of written notice specifying the failure, shall fail to remedy and cure such failure within a reasonable time but in no event later than twenty (20) days then the other party shall have the right to terminate this agreement immediately upon giving notice of that intention.
- C. The rights of termination referred to in this agreement are not intended to be exclusive and are in addition to any other rights available to either part at law or in equity.

TWELFTH: CATASTROPHE

Neither the YMCA nor the NJSD shall be liable for the failure to perform their respective obligations under the agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder or disturbance, strike, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or similar causes beyond the reasonable control of such party, nor for real or personal property destroyed or damaged due to such causes.

THIRTEENTH: GENERAL

- A. The terms, provisions, covenants and conditions herein contained constitute the entire agreement between the YMCA and NJSD and may be altered, modified or amended by a subsequent writing signed by both parties.
- B. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not effect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either NJSD or the YMCA in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.
- C. A waiver of any failure under this agreement shall neither be construed as nor constitute a waiver of any subsequent failure. This agreement supersedes all prior negotiations, representation or agreements. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation.
- D. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- E. This agreement shall be construed in accordance with, and applicable laws in effect in the State of Wisconsin shall govern its performance.

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ADDENDUM A: YMCA BEFORE & AFTER SCHOOL CARE PROGRAM

- A. The Neenah-Menasha YMCA will offer to Neenah Joint School District families for a fee paid by the participants, YMCA Before and After School Programming at seven elementary schools for the 2012-2013 school-year. The YMCA will offer Before School Programs from 6:30-7:45 a.m. and After School Programs from when school ends to 5:30 p.m. No programming will be offered during nonschool days, school cancellations or delays. The YMCA and District administrators will determine, based on need and licensing requirements, which schools will offer YMCA Before or After School programming.
- B. The YMCA Program is licensed by the State of Wisconsin. The YMCA and NJSD will work together to meet those requirements.
- C. There will be no fee charged to the YMCA for use of the facilities. Should there be a need to provide staff above and beyond the current schedule, the YMCA would incur that cost as determined by the NJSD and YMCA.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**YMCA OF THE FOX CITIES
NEENAH-MENASHA YMCA**

NEENAH JOINT SCHOOL DISTRICT

By: _____

Scott Schanhofer
Executive Director
Neenah-Menasha YMCA
110 W. North Water St.
Neenah, WI 54956

By: _____

Dr. Mary Pfeiffer
District Administrator
Neenah Joint School District
410 S. Commercial Street
Neenah, WI 54956