

**MEMORANDUM OF UNDERSTANDING BETWEEN
MUNCIE COMMUNITY SCHOOLS AND THE YMCA OF MUNCIE
REGARDING USE OF MUNCIE CENTRAL HIGH SCHOOL SITE**

This Memorandum of Understanding (MOU) is by and between Muncie Community Schools (MCS) and the Young Men's Christian Association of Muncie, Indiana, Inc. (Muncie Y). MCS and Muncie Y enter into this MOU based on the following facts and assumptions:

- A. MCS is an Indiana public school corporation charged with the responsibility to provide public education to students attending MCS schools;
- B. Muncie Y is a not-for-profit organization that strengthens communities through programs of youth development, healthy living, and social responsibility.
- C. MCS and Muncie Y have a history of collaboration and partnership as they work together to accomplish their stated missions and support each other.
- D. Muncie Y intends to construct a new Y facility (Y Facility) at a location in downtown Muncie.
- E. MCS operates Muncie Central High School on real estate that it owns in the downtown Muncie area (MCHS Real Estate).
- F. The Muncie Y desire to construct the Y Facility on the MCHS Real Estate and MCS desire to make the MCHS Real Estate available for that construction.
- G. MCS and Muncie Y desire to make joint use of the Y Facility and other portions of the MCHS Real Estate to provide programs and services to the Muncie community.
- H. MCS and Muncie Y enter into this MOU to set forth the basis for the use of the MCHS Real Estate and the Y Facility.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this MOU, MCS and Muncie Y agree as follows:

- 1. MCS and Muncie Y desire to facilitate the construction of the Y Facility and to use the Y Facility and the MCHS site in a collaborative relationship to promote health and wellness services for the benefit of the Muncie community and to further the educational mission of MCS at a cost that would be less than if Muncie Y and MCS developed such uses on an individual basis.
- 2. On a mutually agreeable basis, MCS will make available a portion of the MCHS Real Estate to be the location for the construction of the Y Facility. (The portion of the MCHS Real Estate so used will be referred to as the MCHS Y Facility Site.) This will include joint easements for ingress and egress of both vehicular and pedestrian traffic and parking. This transaction could take one of several forms including a lease, a license, a conditional transfer, or such other form as may be necessary or desirable to facilitate the financing of the construction while also protecting the interests of each party. It is anticipated that MCS will make the MCHS Y Facility Site available on an "as is" basis without cost to the Muncie Y.
- 3. Muncie Y will be responsible for the design, construction, and financing of the Y Facility. It is anticipated that the Y Facility will contain the following spaces:

natatorium, gymnasium, outdoor play area, child watch, kids' adventure center, teaching kitchen, café, small meeting room, multi-purpose room, men's, women's and universal locker rooms, early learning center, administration offices, lobby, sauna/steam rooms, roof terrace, wellness center, three group fitness centers, indoor walking/jogging track, and outdoor playground. Muncie Y will collaborate with MCS concerning the design and constructions process, final decisions will be in the discretion of the Muncie Y; provided, however, MCS will have approval of any joinder of the Y Facility to MCS buildings and common elements or spaces, parking, signage and the design and routing of ingress and egress to the Y Facility over MCS property, which approval will not be unreasonably withheld.

4. Muncie Y will be responsible for the maintenance and operating costs associated with the Y Facility and will keep the Y Facility in good and workable condition throughout the occupancy of the Y Facility by the Muncie Y.
5. In conjunction with the construction of the Y Facility and in furtherance of the parties' collaborative efforts, MCS and Muncie Y will enter into an agreement that shall address terms and conditions for programmatic collaboration and the parties' rights to share use of their respective spaces (the "Collaboration Agreement"). For example, and not by limitation, the collaboration agreement shall provide terms which cover shared use spaces, special membership programs for MCS students and staff, and any joint marketing initiatives.
6. Under the terms of the collaboration agreement, MCS and Muncie Y shall form a joint committee, for which Muncie Y and MCS participation shall be mandatory, to meet on a regular basis to address use, operational, and programmatic matters provided by the collaboration agreement, and financial matters as may be required in order to operate the programming.
7. The terms of this MOU set out a framework for the parties to carry out the project and programming as outlined above but are not binding on either party until final agreements regarding the transfer of the MCHS Y Site and the collaboration agreement are negotiated and approved. Both parties understand that this MOU and the subsequent agreements are subject to the approval of their respective boards and the securing of financing commitments, contributions and/or obligations that will permit each party to carry out their obligations regarding the MCHS Y Site and the collaborative programming.

Young Men's Christian Association
of Muncie, Indiana, Inc.

Muncie Community Schools

By _____
Chad Zaucha, CEO

By _____
James Williams, President
Board of School Trustees