

## MEMORANDUM OF AGREEMENT

*This Memorandum of Agreement (“MOA”) is entered into this \_\_\_ day of June 2016, between Military Community Youth Ministries, Inc. (“MCYM”) (a non-profit organization incorporated in the State of Colorado) and Young Life (a non-profit organization incorporated in the State of Texas) for the purpose of providing youth ministry services in support of U.S. Military Families at military installations of the United States Department of Defense and its affiliated military departments, to include the US Coast Guard, an element of the Department of Homeland Security.*

*WHEREAS, the mission of MCYM is to seek to introduce the adolescent children of United States military families as well as those officially affiliated with the military to the Gospel of Jesus Christ; to encourage them to follow Christ and to establish a personal relationship with him; and to enable them to grow in their respective Christian faith; and*

*WHEREAS, MCYM and Young Life have enjoyed an enduring working ministry relationship since 1980 in providing youth workers and ministry to military installations;*

*WHEREFORE, MCYM and Young Life enter into this MOA for the mutual provision of ministry in support of the Armed Forces of the United States as detailed herein.*

### **A. MCYM RESPONSIBILITIES:**

1. Provide opportunities for youth ministry service to military teens for Young Life staff at military installations at the direction of MCYM.
2. Organize and conduct its ministries at military installations in a manner that is consistent with the organizational goals and ministry philosophy of Young Life.
3. Provide guidance and oversight for the support of youth ministry services provided by Young Life staff serving with MCYM to include all aspects of marketing, coordination with installation military and government personnel, community relations, MCYM fundraising activities in the military community, and related supporting administration. MCYM will not be responsible for the hiring, training, management, or supervision of Young Life staff.
4. Appoint MCYM Field Directors to MCYM leadership and management positions overseeing Young Life staff in military communities. Said MCYM Field Directors will execute requisite MCYM responsibilities consistent with this MOA. See Annexes B, C and D for a delineation of their responsibilities and terms of service.
5. Provide a seat on the MCYM Board of Directors for a Young Life representative, according to the Bylaws of MCYM.
6. Support the continuing vocational development of Young Life staff by making them available from their MCYM duties, where feasible, for Young Life training, conferences and advanced education related to ministry.
7. Manage the ministry support provided on each installation to insure that all youth ministry actions comply with: the highest standards of conduct; all applicable U.S. Military and Department of Defense instructions and any applicable Status of Forces Agreements and/or U.S. or Host Nation laws, regulations or agreements governing ministry support to US Forces overseas and in the United States.

## **B. YOUNG LIFE RESPONSIBILITIES:**

1. Appoint a Vice President of Young Life Military Ministry (YLMM) to serve as the liaison for support to MCYM. Said Vice President will coordinate Young Life's recruitment, processing, personnel management, training, supervision and administrative support for all Young Life staff serving with MCYM.
2. Provide supporting administrative services to Young Life staff serving with MCYM to include maintenance of an applicable set of salary ranges to compensate staff based on job descriptions that are relevant to youth ministry services provided by Young Life staff.
3. Provide qualified staff having at least two (2) years' field experience with Young Life to fill community director positions, and provide qualified Young Life staff for associate community director and intern positions.
4. Designate a corporate officer to serve as a director on the MCYM Board of Directors. Said Young Life representative shall be designated by the President of Young Life.
5. Provide hiring, training, management and supervision of Young Life staff pursuant to Annexes A, B, D, and F attached to this MOA and incorporated herein by reference.

## **C. MUTUAL RESPONSIBILITIES:**

1. Young Life staff persons serving with MCYM are subject to the provisions of the accompanying Annexes A, B, C and D with respect to their ministry, conduct, responsibilities and lines of supervision.
2. Both MCYM and Young Life will maintain commercial general liability insurance coverage equal to or in excess of \$1,000,000 per occurrence, and each party will provide a copy of the Certificate of Coverage or other acceptable evidence of coverage to the other party on an annual basis on the renewal date of those policies.
3. MCYM shall indemnify Young Life and its agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding related to this MOA and the parties' obligations or responsibilities hereunder whether or not the same arises out of contract, tort, equity, misrepresentation or violations of laws or regulations. For purposes of this paragraph C.3., an "agent" of Young Life includes any person who is or was a director, officer, employee, or other agent of Young Life, or a parent or subsidiary of Young Life.
4. Young Life shall indemnify MCYM and its agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding related to this MOA and the parties' obligations or responsibilities hereunder whether or not the same arises out of contract, tort, equity, misrepresentation or violations of laws or regulations. For purposes of this paragraph C.4., an "agent" of MCYM includes any person who is or was a director, officer, employee, or other agent of MCYM or a parent or subsidiary of MCYM.

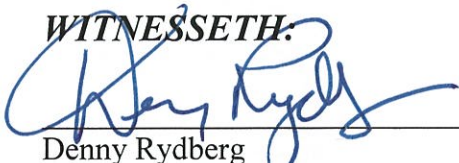
## **D. REPRESENTATIONS AND MISCELLANEOUS PROVISIONS:**

1. This MOA shall be governed by and interpreted in accordance with the laws of the State of Colorado.
2. MCYM and Young Life each hereby represent, acknowledge, and agree that they have each received, or have had the opportunity to receive, advice from independent legal counsel selected by them prior to their execution of this MOA.
3. MCYM and Young Life represent and warrant to each other that this MOA constitutes the entire agreement between the parties for the purposes set forth herein,

that there are no further understandings or agreements, oral or written, relating to the subject matter of this MOA except as provided herein, and that the terms of this MOA are contractual and not mere recitals.

4. This agreement may be terminated by either party for any reason on providing the other party with thirty (30) days' advance written notice.
5. The undersigned, on behalf of MCYM and Young Life, expressly warrant and represent to each other that they are duly authorized and empowered to enter into this MOA and to obligate Young Life and MCYM and their representatives and agents to perform and observe its agreements and obligations herein.
6. This MOA is executed by and between the undersigned on behalf of Young Life and MCYM, as of the date set forth at the outset hereof and shall be binding on the heirs, successors, personal representatives and assigns of the parties hereto.
7. In the event that a dispute arises over the rights, obligations, or performance of the terms of this MOA, attorney's fees and costs shall be awarded to the prevailing party.

**WITNESSETH:**

  
\_\_\_\_\_  
Denny Rydberg  
President, Young Life

  
\_\_\_\_\_  
Marty McCarty  
Executive Director, MCYM

Date: 6/24/16

Date: 6/30/16

**ANNEXES:**

- A: Conditions and Terms of Ministry Service for Young Life Staff Serving With Military Community Youth Ministries
- B: Duties and Terms of Service for Young Life Staff Serving as MCYM Field Directors
- C: Lines of Responsibility and Supervision, Military Community Youth Ministries
- D: Chart of Specific Responsibilities
- E: Military Community Youth Ministries Ministry Service Agreement and Covenant of Ethics
- F: Guidelines for Young Life and MCYM Regarding Regional Agreements in the U.S.

**ANNEX A**  
**CONDITIONS AND TERMS OF MINISTRY SERVICE FOR  
YOUNG LIFE STAFF SERVING WITH  
MILITARY COMMUNITY YOUTH MINISTRIES**

**1. Precepts for Ministry Service with MCYM.**

- a. MCYM performs youth ministry in a unique setting with unique distinctions and operating parameters governing how it does ministry. MCYM and its designated field activity, Club Beyond, is a ministry with an exclusive focus on the teen-aged children of U.S. Military Families. Our legitimacy in the military setting arises in part out of our written agreements with U.S. Military commanders and military installations in the United States and overseas.
- b. The ministry of MCYM operates in the multicultural and pluralistic environment of the military society within the U.S. Military context on any given installation. MCYM's work is best described as an ecumenical outreach in the broadest of Christian terms. MCYM's ministry is evangelism but staff are not permitted to "proselytize" within the U.S. Military context. Understanding and accepting these parameters are critical to Young Life staff serving with MCYM and vital to their success.

**2. Delineation of Supervisory Roles.**

- a. Pursuant to the Memorandum of Agreement and this Annex, all Young Life staff persons seconded to MCYM are and remain Young Life employees and are not in any capacity employees of MCYM.
  - i. For Young Life staff persons serving with MCYM outside the United States, the chain of supervision extends from the President of Young Life, to the Vice President of YLMM, to the YLMM Regional Director, to the Young Life staff person.
  - ii. For Young Life staff serving with MCYM in the United States, the chain of supervision extends from the President of Young Life, to a Senior Vice President, to the designated Regional Director, to the Young Life staff person.
- b. For purposes of supervision, the designated Young Life Regional/Area Director assumes all responsibility for:
  - i. Training in accordance with Young Life standards, which includes full intern training program, Area Director School, seminary opportunities, and training in specialty areas such as WyldLife, consistent with current Young Life training and strategic requirements as established by Young Life.
  - ii. Complying with all Young Life human resource responsibilities and guidelines, including liability issues, personnel policies and standards.
  - iii. Training regarding budget and financial responsibilities in accordance with Young Life policies.
  - iv. Providing opportunities for professional development to include camp assignments, ongoing education, senior level training, personal ministry assessment, etc.

- v. Other regional responsibilities necessary for the quality assurance and accountability of Young Life staff and ministry.

### **3. Recruitment, Screening, Placement and Release Practices.**

- a. All Young Life staff recruited and ultimately designated by Young Life to serve with MCYM must attend an orientation and screening process with MCYM in Colorado Springs, Colorado, prior to formal acceptance for ministry service. Under exceptional circumstances (i.e. family emergency, prior MCYM service), a waiver may be granted from this requirement providing it is requested by the designated liaison and approved by the MCYM Executive Director. MCYM desires that spouses attend the orientation and screening process where possible.
- b. All Young Life staff designated to serve with MCYM must agree to undergo additional background checks that may be required by MCYM and/or the U.S. Military, as a condition of service with MCYM. Such background checks may include, but are not limited to Criminal History Records checks by the FBI, State Criminal History Records checks, and military Installation Records Checks. Completion of some additional background checks may be required, with the results reported, prior to any scheduled deployment of designated Young Life staff.
- c. Young Life staff will be placed at specific locations based on the needs of MCYM. When possible, MCYM will make every effort to honor any specific requests of Young Life staff persons; however, as these assignments cannot be guaranteed, staff persons must be committed to serve regardless of a specific installation's location.
- d. Young Life staff will only be released for deployment to an MCYM location/theater upon the consent of the Vice President of YLMM. This release will be granted only when the necessary funds have been raised and deposited in the individual's Young Life compensation account consistent with existing Young Life policies. When these conditions have been met, the Vice President of YLMM will inform MCYM so that the staff person's travel can be properly coordinated.
- e. Under certain conditions it may become necessary for the MCYM Executive Director to release for cause Young Life staff persons serving with MCYM. This action would normally only occur under the advisement of military or government officials at the installation where the Young Life staff person is serving, or at the request of an MCYM Field Director. Should this become necessary, the MCYM Executive Director will inform the designated liaison and the Young Life Vice President for Human Resources of this action and coordinate the individual staff person's release from service with MCYM.
- f. As a condition of service with MCYM, Young Life staff persons must agree to and sign the MCYM Faith statement and the Ministry Service Agreement and Covenant of Ethics attached hereto as Annex E and incorporated herein by this reference.

**ANNEX B**  
**DUTIES AND TERMS OF SERVICE FOR YOUNG LIFE STAFF  
SERVING AS MCYM FIELD DIRECTORS**

**1. Appointment to MCYM Positions.**

MCYM's leadership and management structure has been established in Article III of its Bylaws. Article III designates the management staff as, "offices of executive director, the field director(s) and other persons as approved by the Board." The composition of the non-management staff is described as a prerogative of the MCYM Executive Director and includes, "One or more persons working as MCYM staff or serving as MCYM Volunteer leaders in a U.S. Military community, as located throughout the world . . ." (paragraph 3.3). Article III further states that whenever possible, "MCYM will secure the services of personnel to carry out the ministry who are employed by or affiliated with such other organizations . . . which share the purposes, objectives and same basic beliefs as MCYM." (para's 3.2 and 3.4)

**2. Duties.**

Upon appointment to the position of a field director for MCYM, a Young Life staff person incurs specific responsibilities to the Executive Director of MCYM and the Board of Directors of MCYM which are detailed below:

- a. To loyally support the Bylaws of Military Community Youth Ministries and the guidance and instructions of the MCYM Executive Director to the best of his or her abilities.
- b. To provide organizational influence, quality assurance and operational interface with associated military and government personnel; to insure that all youth ministry actions are in accordance with written agreements and the provisions of Department of Defense or related Armed Service regulations and instructions, and any applicable Status of Forces Agreements and/or U.S. or Host Nation laws, regulations or agreements governing support to US Forces whether overseas or within the Continental United States; and to provide oversight, coordination and operational guidance for activities involving multiple MCYM community ministries.
- c. To recommend to the Executive Director of MCYM the release of staff from MCYM service should such be deemed advisable.
- d. The MCYM Executive Director and Field Directors provide operational oversight, specifically for each community ministry. Effectively, this means that an MCYM Field Director provides organizational influence, quality assurance and operational interface with the military command structure at each military installation location.

**3. Period of Service.**

A Young Life staff person who commits to serve as an MCYM Field Director will normally do so for a minimal period of three years. Thereafter, extensions in service will be granted by the Executive Director of MCYM in two-year increments subject to the mutual agreement of both parties.

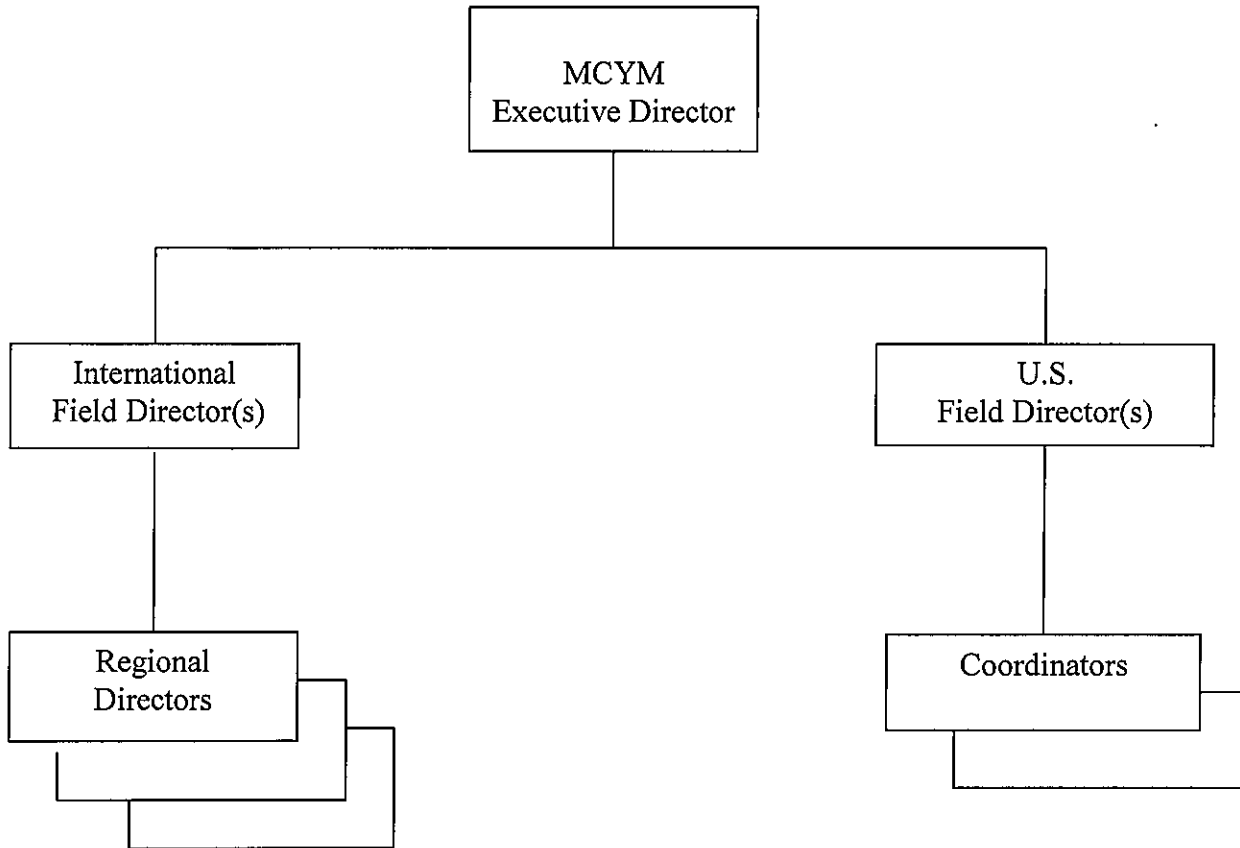
**4. Supplied Financial Support.**

MCYM will supply a specified amount of funds in accordance with its approved annual budget to the Young Life account of the staff person who is serving as an MCYM Field Director.

**ANNEX C**

**Military Community Youth Ministries**

**Lines of Responsibility and Supervision**



**ANNEX D**

**Chart of Specific Responsibilities**

<b>Action</b>	<b>MCYM</b>	<b>Young Life</b>
<b>Marketing to Installations</b>	<b>X</b>	
<b>Recruitment</b>	<b>X</b>	<b>X</b>
<b>Screening</b>	<b>X</b>	<b>X</b>
<b>Hiring</b>		<b>X</b>
<b>Release to Field</b>		<b>X</b>
<b>Placement</b>	<b>X</b>	
<b>Training, Certification, Credentialing</b>		<b>X</b>
<b>Orientation to Military Ministry</b>	<b>X</b>	
<b>Ministry Supervision</b>		<b>X</b>
<b>Staff Development</b>		<b>X</b>
<b>Release from MCYM Service</b>	<b>X</b>	
<b>Employee Termination</b>		<b>X</b>
<b>Finances and Administration</b>	<b>X</b>	<b>X</b>
<b>Employee Benefits</b>		<b>X</b>
<b>Liability Coverage</b>	<b>X</b>	<b>X</b>
<b>Public Relations</b>	<b>X</b>	<b>X</b>
<b>Miscellaneous Coordination with Military Installations</b>	<b>X</b>	



**ANNEX E**

**MILITARY COMMUNITY YOUTH MINISTRIES**

**MINISTRY SERVICE AGREEMENT AND  
COVENANT OF ETHICS**

In signing this document, I agree to serve with Military Community Youth Ministries for a period of \_\_\_\_ years. I also agree to the accomplishment of the personal background security checks required by MCYM and/or the U.S. Military.

I further agree to abide by the policies of Military Community Youth Ministries and the military department and installation on which I will or am now currently serving.

I agree to loyally support my ministry supervisors and coordinators from both Young Life and Military Community Youth Ministries, to follow their direction and to otherwise support and comply with their guidance for my ministry.

I agree to work harmoniously and collegially, regardless of faith affiliation, with the chaplains, chaplain assistants, religious programming specialists and other chapel staff with whom I may have occasion to work in connection with my ministry duties.

I understand as a Young Life staff person serving the Armed Forces through MCYM that I must function in a pluralistic religious environment, which is composed of chaplains and other religious workers of other religious bodies and faiths, as I provide ministry to military youth entrusted to my care.

I understand that I am an employee of Young Life and not an employee of MCYM, and that this Agreement does not constitute an offer of employment by MCYM and that my signing this Agreement does not constitute an acceptance of any offer of employment with MCYM. I also understand that I will be supervised by and will report to Young Life personnel while I am serving with MCYM.

I will not proselytize from other religious bodies, but I retain the right to evangelize those who are non-affiliated with any faith group. (For purposes of this Agreement, proselytizing is defined as the attempt to convert or lead an individual away from one set of religious beliefs to those of another faith group. Evangelism is understood as telling someone about Jesus Christ and how he or she can come to have a relationship with God through Christ.)

I will not make my own personal Christian faith, in a denominational sense as I understand and practice it, normative for the youth with whom I minister.

I will strive to comport myself at all times in the best traditions of the Christian Faith and to represent and model Christ to the best of my abilities.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**ANNEX F**  
**GUIDELINES FOR YOUNG LIFE AND MCYM**  
**REGARDING REGIONAL AGREEMENTS IN THE U.S.**

This Annex will apply when Young Life staff are providing youth ministry services to U.S. Military Families at military installations in the Continental United States, Alaska, and Hawaii. MCYM will negotiate and secure all military installation access and support agreements, and Young Life staff will be seconded to MCYM as noted below:

1. MCYM will contact the local Young Life Regional Director when support for youth ministry is being negotiated at a military installation within that Young Life Region. The Young Life Regional Director will be jointly responsible with MCYM for recruiting appropriate candidates and for determining the suitability of staff for service in that military ministry location. The Young Life Regional Director will complete the hiring process in coordination with MCYM.
2. A specially-designated Young Life Military Area will be set up for each MCYM Community Director and any other supporting staff that are seconded to MCYM. The Military Area will be assigned to the local Young Life Region. The Military Area will pay the regular Young Life service charges (currently 17%), which are composed of the standard Young Life Regional Services and MLSS Service Charges (currently 5.4% and 11.6% respectively).
3. Since numerous military communities are surrounded by civilian communities, the local Young Life Regional Director and MCYM Coordinator will be jointly responsible for determining ministry goals and priorities for MCYM military ministry to those military communities. This includes formation of committees, coordination and establishment of clubs, and timing of the placement of additional staff in the Military Area. The Young Life Regional Director will insure that Military Area staff are able to participate in staff meetings, regional training events, camp quotas, and all other regional activities available to areas in the region. The Young Life Regional Director will provide the same level of supervision and support to Military Areas as to any regular Young Life area in the region.
4. The Young Life Regional Director and MCYM will be jointly responsible for the financial health of the Military Area, with the Young Life Regional Director being ultimately responsible for the Military Area's financial health. The Young Life Regional Director will provide the same level of support and accountability to Military Areas as to any regular Young Life area in the region. MCYM will be responsible for developing and maintaining funding for the MCYM amount agreed upon for the Military Area account. MCYM will raise the agreed-upon amount in the local military community, with the assistance and cooperation of the MCYM Community Director for that Military Area.
5. All financial matters connected with the military installation will be the responsibility of MCYM. This includes designated offerings from military chapels, military purchase requests, and fundraisers and donations from personnel assigned to the local military installation.