

**MILLINGTON MUNICIPAL SCHOOLS BOARD OF EDUCATION
AGREEMENT FOR USE OF SCHOOLS FOR
YMCA BEFORE/AFTER SCHOOL CARE PROGRAMS**

The following agreement is entered into by the YMCA of Memphis and the Mid-South and Millington Municipal School District on August 5, 2019.

This agreement is for the use of Millington Elementary and EA Harrold Elementary Schools for the operation of the Millington Family YMCA before and after school program (YCare). YCare will operate from Monday, August 5, 2019 until the last day of school of the 2019/20 school year.

GENERAL

1. The program must abide by all Federal, State and Local laws, rules and regulations governing Millington Municipal School District. This includes Millington Municipal School Board Provider Agreement .The attached Provider Agreement must be signed by the Organization and returned with this Agreement.
2. School sponsored activities will take precedence over use of space.
3. Times and location in the buildings are to be determined by written agreement with the individual school principal.
4. The program operating in each school will be in accordance with this Agreement.
5. An application for the use of schools for this program, accompanied by a time of use schedule for each location, is to be completed and will become a part of this agreement.
6. All possible means will be exhausted to minimize the time the school principal will have to spend on problems arising from the operation of the program in the school.
7. The signing organization may not transfer, assign, or share the administration of or the conducting of any before or after school activities or programs,
8. Although Millington Municipal Schools reserves the right to cancel all or any part of this Agreement at any time, with or without cause, it is contemplated that this agreement must be renewed annually by June 1.

PERSONNEL

All other personnel shall be employees of the operators of the programs and shall not be considered agents, servants, or employees of Millington Municipal Schools District.

SUPPLIES, MATERIALS AND EQUIPMENT

Supplies, materials and equipment needed for this program are to be provided by the organization. No school equipment other than cafeteria tables shall be used, Storage space for supplies, materials and equipment will be available at the school.

MAINTENANCE OF FACILITIES

Millington Municipal School District maintenance personnel shall accomplish the repair or replacement of school property resulting from the operation of this program. The school system will be reimbursed by the organization for the cost of the work for repairs which are considered above and beyond normal wear.

INSURANCE

The Organization will provide liability insurance satisfactory to the Board of Education naming Millington Municipal School District as additional insured. A copy of the Certificate of Liability Insurance must be attached to this agreement. Also, the Organization must complete the Hold Harmless Agreement, and each participant's parent or guardian must sign a copy of the 'Assumption of Risk and Release" form agreeing to hold Millington Municipal Schools Board of Education and its employees harmless for any accident that might occur while buildings are in use.

FINANCIAL

Millington Municipal School District provides this space at a daily fee of \$30.00 per program, for programs operating mornings only, the fee will be \$15.00 per day. For programs operating afternoons only, the fee will be \$15.00 per day. The fees will be invoiced at the end of each month and will be based on the number of days the program was held in the school. It is the intent of this Agreement to create the relationship of a tenancy at will between the operator of the programs and Millington Municipal Schools as to each school facility in the program.

BACKGROUND CHECK

The Organization understands and agrees that all persons employed by the Organization who will be performing any type of work or service at the school site shall supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to the commencement of their work at the school site. If an applicant or employee of the Organization is or has been convicted of a sexual offense or a violent sexual offense as defined in T.C.A. 540-39-202, the applicant shall not be hired, and the employee shall not be permitted to work at the school site.

FACILITIES

1. Restroom facilities will be available.
2. Dressing (lockers) room facilities will not be available.
3. No access to electrical rooms and control rooms will be permitted.
4. The space available for classes must be approved by the principal. A written agreement must accompany this document. These spaces typically include gym, cafeteria, and outdoor recreational areas.
5. Telephone will not be available. Emergency cellular telephone access must be provided by organization.
6. Heating/cooling shall be limited to the regular settings.

CANCELLATION OF AGREEMENT

In the event the terms of this agreement are not met, or Millington Municipal School District requires the use of the space or for any other such good cause, Millington Municipal School District reserves the right to cancel any part or all of this agreement at any time.

INCLEMENT WEATHER

- Facilities will not be available when schools are closed due to inclement weather conditions.

The Agreement is executed by the Board in accordance with the authority granted to it.

YMCA of Memphis & The Mid-South

Millington Municipal School District

Date

Date