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YMCA Summer Day Camp - SCHOOL PARTICIPATION AGREEMENT
Between YMCA of Greater Birmingham and Trussville City Schools

This School Participation Agreement (hereafter referred to as "Agreement") is entered into effective as of the 21st day of January, 2020 by and between the Trussville City Board of Education, a local board of education in the State of Alabama (hereafter referred to as "Trussville City Schools" or "TCS") and YMCA of Greater Birmingham, a not-for-profit corporation organized under the laws of the state of Alabama (hereafter referred to as "YMCA").

WITNESSETH:

WHEREAS, YMCA operates a not-for-profit, cause driven organization and therein provides healthy living, youth development and social responsibility focused programs; and

WHEREAS, YMCA has developed a full service summer camp program wherein it provides on-site Summer Day Camp (the "Program"); and

WHEREAS, TCS desires YMCA to perform such Services as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the promises set forth above and of the mutual benefits and promises set forth below, YMCA and TCS hereby agree as follows:

1. **Duties and responsibilities of the YMCA.**

- i. YMCA will provide the Program at each of the following school (hereafter referred to as, "School") according to the terms of this Agreement:
 - a. Paine Elementary School
- ii. YMCA will utilize the areas set forth in the section entitled "Space Requirements" in Addendum A during operation of the Program described herein. Alternate space may be provided should the designated space be needed for school related functions. Alternate space may, but is not required to, include music rooms and art rooms.
- iii. YMCA's Program shall include the features, operating hours and costs as described in the Program Overview attached as **Addendum A** to this Agreement and as may be further described in supplemental materials developed by YMCA and delivered to TCS (the "Program Materials").
- iv. YMCA will be solely responsible for staffing, training its employees and management of the Program. All staff involved with the Program shall be employees of the YMCA and shall not be considered employees in any respect of TCS. TCS shall not be considered a joint employer and YMCA shall include in its hiring materials an acknowledgment to be agreed to by the subject employee that any employee hired for the Program shall be an employee of the YMCA and shall not, under any circumstances, be considered an employee of TCS. YMCA shall be solely responsible for the supervision of its employees and shall assign them as it sees fit. Provided, however, that TCS may request that YMCA reassign an employee from the Program in the event of misconduct, unprofessional conduct, parent or student complaints or for other TCS discretionary reasons.
- v. YMCA shall develop lesson plans for the Program that creates an experience of learning and active fun during the summer break.
- vi. YMCA shall not promote or refer to religion whatsoever in such operation of the Program.

2. **Duties and responsibilities of the School:**

- i. School will provide YMCA with access to, and use of, the school and the designated space(s) as provided in Section 1.ii. of this Agreement, in a manner reasonably sufficient to provide the services described in this Agreement. The School shall maintain such facilities in a manner consistent with its ordinary custom and practice.
- ii. The School will provide reasonable assistance to YMCA to promote availability of the Program to parents of children attending school, and will allow distribution of YMCA's Program-related marketing and promotional materials as are approved by TCS.
- iii. School shall provide custodial services and shall provide security services to the extent it provides such services to other after-school programs or activities.
- iv. School will provide office space for a YMCA Program Site Director at the School. TCS agrees to provide an Internet connection and access to its network for the office space, upon the execution of and adherence to TCS acceptable use and access agreements. School shall also provide either a printer for the office space or the ability for the YMCA Program Site Director to print from the office space. School will provide access to a copy machine and YMCA will reimburse school any cost related to copier use. YMCA shall be responsible for any other necessary computer resources.
- v. TCS will permit site visits and observations on an on-going basis conducted by YMCA staff to help ensure program fidelity and for the purposes of quality assurance.
- vi. TCS will provide training space on-site at the school for all required trainings.

3. **Term:**

- i. The term of this Agreement will be from May 2020-August 2020 (the "Term") subject to the provisions of paragraph 6 below.

4. **Program Fees:**

- i. The parents or guardians of children participating in the Program will be responsible for the payment of all fees charged by YMCA, and the Schools shall not be responsible for payment of any Program fees or additional fees whatsoever.
- ii. YMCA will charge parents/guardians of children participating in the Program a fee per participating child per week, payable at times or intervals set by the YMCA. YMCA may elect to charge additional late payment charges, NSF fees, late pickup fees and other reasonable charges. Any such charges or fees shall be disclosed to parents or guardians at the beginning of each summer camp season or otherwise prior to enrollment in the Program.

5. **Payments for Building Use**

- i. YMCA will remit a total of \$3,200.00 per summer to TCS for building use. YMCA shall satisfy the building use fee by paying TCS \$1,600.00 by June 30 for the period from May 28-June 30 and by paying \$1,600 by August 2 for the period from July 1-August 3 of each year during the Term.

6. **Termination:**

- i. It is further agreed that either of the parties shall have the right to terminate this Agreement during its Term for a material breach of this Agreement or for good cause shown upon the provision of sixty (60) days advance written notice by either party.

7. **Notices:**

- i. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address set forth below, or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing four (4) days after deposit in the mail. The parties' notice addresses are as set forth below:

a) if to the YMCA:
Dan Pile, President/CEO
Rhonda Elmore, Executive Director
Youth Development
2101 4th Avenue North
Birmingham, AL 35203

b) if to Trussville City Schools:
Its Superintendent

8. **Maintenance of Records:**

- i. The books, records, and documents of the respective parties to this Agreement insofar as they relate to work performed or money paid or received under this Agreement, shall be maintained for a period of three (3) full years; or for the period required by law from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the other party or its duly appointed representatives.

9. **Employment Practices:**

- i. YMCA shall not engage in any employment or educational practices that involve discrimination based on race, creed, color, national origin, age, religion or sex, or which are in violation of applicable laws concerning the employment of or provision of educational services to individuals with disabilities.

10. **Insurance:**

- i. Throughout the term of this agreement, YMCA shall maintain, at its sole cost and expense, a policy or policies of Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. YMCA shall further maintain Directors and Officers coverage, Abuse and Molestation coverage, Employment Practices Liability coverage, Workers' Compensation coverage, Theft coverage, Commercial Automobile coverage and Property Damage coverage at levels approved by TCS. Such policy or policies shall be written by an insurance company or companies satisfactory to TCS and licensed to do business in the State of Alabama. YMCA shall provide TCS, prior to commencement of performance of this Agreement, a certificate or certificate(s) of insurance evidencing required insurance coverage, in a form reasonably satisfactory to TCS. Throughout the term of this Agreement, YMCA shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

11. **Indemnification:**

- i. YMCA, to the extent permitted by law, hereby agrees to hold harmless and indemnify TCS, its officers, directors, employees, or agents from any claim, suit, or loss, sustained by TCS, its officers, directors, employees, or agents for any asserted property damage, injury, or death of any person (collectively, "Claims") to the extent that it results from or arises out of the negligent acts or omissions, a breach of this Agreement or violations of law by YMCA, its employees, or its agents.

12. **Affidavit of Employee Criminal Background Check**

- i. During the term of this Agreement, YMCA shall maintain records to verify that each employee who is engaged or utilized by YMCA to provide services pursuant to this Agreement will undergo Criminal Background Checks as required by YMCA policy. These background checks will be conducted every five years. Additionally, each

employee who is 19 years or older and who is engaged or utilized by YMCA to provide services pursuant to this Agreement will successfully pass an Alabama Department of Human Resources Child Abuse and Neglect Clearance prior to working with children.

- ii. YMCA agrees not to employ in the Program any person who is a registered sex offender. TCS reserves the right to refuse entry onto school premises of any agent, representative or employee of YMCA. In the event TCS prohibits entry onto school premises of any agent, representative or employee of YMCA, TCS shall notify the YMCA's agent and provide the reason for such refusal of access.

13. **Assignment**

- i. This Agreement shall not be assigned or transferred to any other entity, person or party without the specific written consent of the non-assigning party, which said permission shall be at the sole discretion of such party. Any assignment of this Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

14. **Entire Agreement**

- i. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein and shall govern the respective duties and obligations of the parties.

15. **Modification of Agreement**

- i. This agreement may be modified only by written amendment executed by all parties.

16. **Force Majeure**

- i. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause similar or dissimilar in nature beyond its control.

17. **Governing Law:**

- i. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Alabama.

18. **Severability:**

- i. Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this agreement.

IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set forth below, effective as of the day and year first above written.

YMCA of Greater Birmingham:
Dan Pile, President/CEO

Trussville City Schools:
Dr. Patty Neill, Superintendent

By: _____ **Board Approved** By: *Dr. Patty Neill*

Date: _____ **JAN 21 2020** Date: 1-15-2020

Dr. Pattie Neill



ADDENDMUM A

CURRICULUM

Campers experience the adventure and excitement of the outdoors daily, make new friends that will last a lifetime, and express their growing independence under the supervision of trained and qualified YMCA camp staff! Camp activities include but are not limited to: Arts and Crafts, Songs, Games, dancing, S.T.E.M, Water Activities, Sports and MORE! Campers spend their days rotating indoor and outdoor for fun activities. Campers will participate in open programming hours where they can choose their day. This will give opportunities to enjoy activities most important to them and build upon skills. Campers also have the opportunity to create something to compete in our Thing-A-Ma-Jig competition! Thing-A-Ma-Jig is a YMCA citywide event that will be held the last week of July!

Program Hours

The program will be open each day school from 7am-6pm. The YMCA will follow Trussville City Schools for any other closures to the program.

Cost

The YMCA Summer Day Camp Program will charge a weekly rate to participants. At the time of registration parents will choose which weeks their children will attend. There will be a required \$35 registration fee and deposit for each week to secure their space. Payments are due each Wednesday for the next week.

Financial Assistance

The YMCA is here to serve people of all ages, races, backgrounds, abilities, and incomes. We believe that our facilities and programs should be available and accessible to everyone. Our scholarship program exists thanks to the generosity of those who contribute to our annual campaign. Scholarships are awarded based on household income, number of household members, and the availability of YMCA funds raised in our annual campaign.

Locations

YMCA Summer Camp will be offered at the following Trussville City School:
Paine Elementary

Staff/Child Ratios

Summer Day Camp is more than daycare. In order to achieve the best environment and outcomes, YMCA staff to student ratio shall not exceed 1:15. Alabama DHR requires 1:22. YMCA ratios are established to assure the best experience for all students.

Space Requirements:

Paine Elementary Elementary: Amphitheater, Outdoor play space, Cafeteria, Gymnasium, Computer Labs, and other classroom space available.