

## AFFILIATION AGREEMENT

1. Parties. This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Center for Youth Ministry Training, Inc., 309 Franklin Road, Brentwood, Tennessee 37027 (hereinafter referred to as "CYMTI") and \_\_\_\_\_ (Church Name), \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City), \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) (hereinafter referred to as "Church").

2. Purpose. The purpose of this non-exclusive Affiliation Agreement is to establish the terms and conditions under which an Employee/Youth Director of CYMTI (hereinafter referred to as "Youth Director") may participate as a Youth Director for Church.

3. Term. The term of this Affiliation Agreement is for three (3) years beginning \_\_\_\_\_, 20\_\_. This Affiliation Agreement may be renewed for successive one (1) year terms upon the mutual written consent of the Parties sixty (60) days prior termination of that particular term.

4. Compliance and Assignment. CYMTI's participating Youth Director shall comply with the policies of CYMTI. Prior to assignment of said Youth Director to Church, Church shall adopt and place in effect procedures to enforce a Youth Protection Policy consistent with the form attached hereto as Exhibit A, with modifications made as appropriate for the system of governance for Church's denomination or Church shall provide a copy of Church's Youth Protection Policy, which must be acceptable to CYMTI in its sole discretion. Church may indicate a preference for a Youth Director and/or for particular characteristics in such person; however, CYMTI shall retain sole discretion to assign and supervise said Youth Director. Church agrees that any and all concerns about Youth Director shall be reported promptly to the Executive Director of CYMTI. The parties agree to work in good faith toward rectifying any such concerns reported; however, Church acknowledges that Youth Director is an employee of and therefore responsible to CYMTI, and not to Church. The "expectations" of CYMTI for Youth Director are incorporated herein as Exhibit B, but do not create a contractual obligation on the part of CYMTI or Youth Director.

Church will provide Youth Director with first aid for work-related injuries or illnesses.

Prior to assignment of Youth Director to Church, CYMTI will advise Youth Director that a criminal background check will be required, at CYMTI's expense. The result of any negative background check shall be provided to Church, for review, prior to assignment.

5. Insurance. Church agrees to name CYMTI an additional insured under its comprehensive general liability insurance policy with limits of not less than \$1,000,000.00. Church's insurance policy coverage shall include Youth Director and CYMTI along with any other clergy, employees or other participants (including but not limited to volunteers) in Church's youth program. CYMTI shall obtain a comprehensive general liability insurance policy with a limit in the amount of \$1,000,000 and for child molestation in the amount of \$500,000.00. Each Party shall provide a certificate of insurance evidencing said coverage prior to commencement of performance of this Affiliation Agreement.

6. Confidentiality. Church shall comply with the Child Protection Policy, and shall report any instances of suspected violations of such Policy to Youth Director and/or Executive Director of CYMTI. CYMTI shall require Youth Director to inform Executive Director of CYMTI of any suspected violations of the Child Protection Policy.

7. Indemnification and Hold Harmless.

CYMTI shall indemnify and hold harmless Church, its officers, agents and employees from any claims for injuries or damages arising, in part or in whole, from the negligent, grossly negligent, or intentional acts or omissions of CYMTI, its officers, agents and employees, including its participating Youth Director, in connection with the performance of this Affiliation Agreement. However, CYMTI shall not be responsible for any loss, damage, claim, or injury resulting from any Church program.

Church shall indemnify and hold harmless CYMTI, its officers, directors, agents and employees from any claims for injuries or damages arising, in part or in whole, from the negligent, grossly negligent, or intentional acts or omissions of Church, its officers, agents and employees, in connection with the performance of this Affiliation Agreement or operation of Church's program.

8. Consideration and Services. The consideration to be paid by Church to CYMTI in connection with this Affiliation Agreement shall be \$21,000 for Year One, \$24,000 for Year Two, and \$24,750 for Year Three. The consideration for subsequent annual renewal periods shall be set by CYMTI.

CYMTI shall meet or communicate monthly with Church (through Youth Director or Administrator of CYMTI) to discuss developing youth ministry of Church. Church shall provide working space and access to computer and printer for Intern/Employee. Pastor/Head of Staff of Church will be available to meet or communicate on at least a monthly basis with CYMTI staff and be an advocate for the youth ministry and the Youth Director; further, Church may designate a church staff member who is authorized to work with CYMTI and Youth Director. It is anticipated that Youth Director shall over the course of the term of the Affiliation Agreement provide in the approximate range of twenty-five (25) hours per week of service on behalf of the Church and its youth.

9. Housing. The Church is expected to provide adequate housing for their assigned Intern/Employee including utilities (electric, water, gas, etc.). If the Church is within a 40 mile radius of the CYMTI offices, the Church can rent CYMTI housing if room is available for \$250 per month. See the Partner Church Requirements in Exhibit C for more details.

10. Mileage. If the Church is more than 25 miles, from the CYMTI cluster group meeting location or housing the Church will incur a monthly mileage fee according to the details outlined in the Partner Church Requirements in Exhibit C.

11. Assignment. The provisions of this Affiliation Agreement shall inure to the benefit of and shall be binding upon the respective successors of the parties hereto. Neither this Affiliation Agreement nor any of the rights or obligations hereunder may be transferred or assigned without the prior written consent of the other party.

12. Notices. Notices under this agreement shall be mailed or delivered to the parties as follows:

CYMTI:

Church:

ATTN: Dietrich Kirk, Executive Director

Center for Youth Ministry Training

309 Franklin Road

Brentwood, TN 37027

\_\_\_\_\_, Tennessee \_\_\_\_\_

13. Modification of Contract. This contract may be modified only by written amendment executed by all Parties and their signatories hereto.

14. Termination. This Agreement may be terminated prior to expiration of the Term by prior written notice to the other party as follows:

(a) By either party “for Cause,” which means: (i) the failure of the other party to perform any of its material obligations hereunder (other than a financial default which is addressed in part (b) below) or the other party’s material breach of any provision of this Affiliation Agreement or accompanying Exhibits; and (ii) the other party’s failure to remedy such nonperformance or breach within thirty (30) calendar days after receiving written notice thereof; provided, however, that upon an incurable breach or second breach by such party within any twelve (12) month period, the other party hereto may terminate this Agreement immediately upon written notice to the breaching party. If CYMTI terminates this Agreement for Cause in accordance with this provision, Church shall forfeit all deposits paid and shall be responsible to CYMTI for payment of the balance of the Term of this Agreement, except that Church’s obligation shall be offset by any payments received by CYMTI from any suitable replacement church at which Youth Director is later placed. If Church terminates this Agreement for Cause in accordance with this provision, all financial obligations of Church to CYMTI shall end as of the date of termination (and be pro rated to that date), and Church shall be entitled to a refund of its deposit paid, referenced in Exhibit C.

(b) By CYMTI, effective immediately, if Church defaults in the payment of any amounts owed to CYMTI hereunder, and fails to cure such default within five (5) calendar days after receiving written notice of the default; provided, however, that, upon a second default by Church in payment of any amounts owed to CYMTI hereunder within any twelve (12) month period, CYMTI may terminate this Agreement immediately upon written notice to Church and Church shall not have the opportunity to cure such second default in payment.

(c) By either party without Cause at any time. If CYMTI terminates this Agreement without Cause, all financial obligations of Church to CYMTI shall end as of

the date of termination (and be pro rated to that date), and Church shall be entitled to a refund of its deposit paid, referenced in Exhibit C. If Church terminates this Agreement without Cause, Church shall forfeit all deposits paid and shall be responsible to CYMTI for payment of the balance of the Term of this Agreement, except that Church's obligation shall be offset by any payments received by CYMTI from any suitable replacement church at which Youth Director is later placed. However, in the event that Church has previously provided written notice to CYMTI and Youth Director of reasonable, demonstrable concerns with Youth Director's performance or conduct (but not amounting to Cause) and CYMTI and Youth Director have not substantially cured those concerns within thirty (30) calendar days after such notice, Church may terminate this Agreement upon written notice to CYMTI, and Church's financial obligations of Church to CYMTI shall end as of the date of termination (and be pro rated to that date), but Church shall forfeit its deposit paid, referenced in Exhibit C.

15. Partnership/Joint Venture/Employment. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act or omission of any other Party contrary to the terms of this paragraph. No employment relationship of any kind will be created by this Affiliation Agreement. No compensation will be paid to Youth Director by Church; instead, the compensation required under this Agreement shall be paid to CYMTI.

16. Waiver. No waiver of any provision of this Affiliation Agreement shall affect the right of any Party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

17. Nondiscrimination. The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the regulations related to each. The Parties will not discriminate against any individual, including but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This paragraph shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. § 2000e). Each Party shall comply with all applicable laws relating to this Agreement.

18. Entire Agreement. This Affiliation Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties.

19. Governing Law. The laws of the State of Tennessee thereof shall govern the validity, construction and effect of this Affiliation Agreement and any and all extensions and/or modifications.

20. Severability. Should any provision of this Affiliation 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 Affiliation Agreement.

21. Compliance with the Americans with Disabilities Act. Each Party hereby provides its assurance that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including hiring or employment practices. Each Party will ensure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

22. Effective Date. This contract shall not be binding upon the Parties until it has been executed by both Parties and approved by the local governing body of Church.

**CENTER FOR YOUTH MINISTRY TRAINING**

**CHURCH**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Approved by Church's Governing Board on  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A TO AFFILIATION AGREEMENT**

### **STATEMENT OF POLICY ON CHILD PROTECTION AND PREVENTION OF CHILD ABUSE**

\_\_\_\_\_ Church, \_\_\_\_\_, Tennessee (the "Church") remains committed to providing and maintaining a safe, nurturing environment for all children and youth under the age of eighteen (18) while in its care during events which are sponsored or co-sponsored by the Church. Implicit in the involvement of persons in ministries to children and youth are the Biblically based terms COVENANT and SHEPHERD. There is an implied covenant between the leader and the child and the child's parents to be a good shepherd of that child, leading him or her towards an understanding of the love and grace of Jesus Christ.

A commitment to this call includes the adoption and enforcement of this Policy on child protection and prevention of child abuse. This policy applies to all clergy, leaders, volunteers and other persons who work with children in any paid or voluntary capacity. All children's leaders and childcare providers who regularly interact with children or youth must read, be in agreement with, and sign this policy, and affirm that they have not resigned or been terminated from a position or leadership role for reasons related to misconduct.

The Church believes that appropriate personal relationships between adult leaders and children and youth of the Church foster the community of Christ. Common expressions of affection (hugs), affirmation (pats on the back), support (prayer) or physical caretaking (changing diapers, etc.) are appropriate in our community of caring Christians. Care will be taken, however, that adults do not behave in a sexually inappropriate way during Church-sponsored activities, such as by demonstrating excessive physical expressions of affection or imposing such expressions upon another individual.

It is the goal of the Church that two adults be present with children at all Church-sponsored activities. The Church recognizes that there will be times when an unaccompanied adult may be present with a group of children or youth or with a single child or youth. In those circumstances, if an adult must be alone with children or youth for a brief given time (such as Sunday school or Bible class), he/she can only do so when subject to being visually observed at all times, such as through an open door or door with window. If children and youth need to be transported it should be in groups. An unaccompanied adult will not transport an individual child in a Church-sponsored activity without the permission of the child's parent or guardian.

Prohibited conduct includes any form of physical, emotional, or mental abuse of a child, including but not limited to the exploitation of a child, which breaches Christian ethical principles by misusing a trust relationship. Sexual exploitation of a child includes, but is not limited to, any interaction between a child and an adult in which the child is being used for the sexual stimulation of an adult. This may or may not include touching.

Prohibited conduct may include but not be limited to:

-- Any display or demonstration of sexual activity, abuse, insinuation of abuse, or evidence of sexual conduct towards a protected minor;

- Sexual advances or sexual activity of any kind between any adult and a protected minor;
- Sexual advances or sexual activity of any kind between an older child and a younger child;
- Infliction of physically abusive behavior or bodily injury to a minor;
- Physical neglect of a minor, including failure to provide adequate supervision;
- Causing mental or emotional injury to a minor;
- Possessing obscene or pornographic (sexually explicit) materials at any function of the Church;
- Possession or being under the influence of any illegal substances;
- Consuming or being under the influence of alcohol while leading or participating in a minors' function of the Church;
- Any kind of verbal remarks with sexual connotations, overtones, or innuendo directed to or about a minor;
- Carrying any type of weapon on Church property.

The first person to learn of an incident of misconduct toward a child during a Church sponsored activity (either a person witnessing or told about the incident, or the victim) should immediately report this incident to the \_\_\_\_\_ [i.e., person serving in role as Christian Education director for children or youth], \_\_\_\_\_ [i.e., any pastor who has responsibilities relating to children and/or youth], or \_\_\_\_\_ [i.e., the Church Administrator or Head of Operations]. The Church Administrator/Head of Operations shall seek such professional advice as deemed necessary and shall take appropriate steps to investigate the incident and determine whether there is any validity. Any potentially valid incident shall be reported promptly to civil authorities. All persons involved with the report or investigation shall keep the information in strictest confidence. The head pastor of Church and the head of Church's governing body shall be informed of any complaints that are deemed to be potentially valid.

Upon accusation, the accused is entitled to prompt and fair disposition of such serious charges. It is acknowledged that Church members and ministers are subject to inquiry and discipline under the disciplinary mechanism of the Church's denomination, Physical, mental or emotional misconduct shall be grounds for disciplinary action up to and including dismissal of any Church employee, leader or childcare provider.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **EXHIBIT B TO AFFILIATION AGREEMENT**

CYMT Graduate Resident  
Expectations (assigned by CYMTI)

**Job Title: Youth Director**

**Reports to: CYMT Coach & Church Assigned Supervisor**

**Work Schedule as Youth Director: Approx. 25 hours/week to include youth program times**

**Ministry Description:** To serve as the Youth Director for Church including the following responsibilities:

- To organize and play a leadership role in youth programs including Sunday School, Youth Bible Studies, and Youth Group Time
- To recruit and help train volunteers for all youth programs
- To work with Youth Ministry Team to design and implement the vision, goals, and ministry of Church.
- To participate in appropriate Church committee and staff meetings as directed by the Church's leadership
- Work with Youth Ministry Team to design and plan youth retreats, mission projects & trips, outreach events, etc.
- Create and distribute timely communications to youth and their parents including Youth Newsletter, Website, etc., as appropriate
- Youth Outreach to Church feeder schools: School & Activity Visitations, school presence, sports, other
- Visitor Follow up: Create with Youth Ministry Team a visitor follow up program
- Other assigned responsibilities from CYMT

The Youth Director position will be a 25-hour a week position. The beginning date is to be mutually agreed upon by student, church, and CYMTI.

In addition to serving as the Youth Director at their appointed partner church, student interns will be expected to:

1. Attend Orientation Retreat
2. Participate fully in all CYMT class retreats and conferences (attendance is required)
3. Participate in weekly class discussion groups
4. Meet weekly with CYMT Staff for Coaching

5. Complete all class work in above average manner
6. Participation in Team Projects and Assignments
7. Summer Schedule
  - a. Bi-weekly coaching from CYMT staff
  - b. Continue to work average of 25 hrs a week at church
  - c. Lead individual camp, retreat, trip with your group

Student Job Benefits

Vacation: Residents will receive 2 weeks vacation (10 work days). Vacation can be taken at anytime that does not conflict with responsibilities at partner church and CYMT class work.

Insurance: Residents will be responsible for providing their own health and auto insurance.

This contract has been agreed upon by both undersigned parties on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

Dietrich Kirk

Executive Director CYMT

# EXHIBIT C TO AFFILIATION AGREEMENT

## Partner Church Requirements

### Requirements:

- Fill out all paperwork and applications by church deadline March 31
- Complete initial interview process with CYMT staff
- Pay Application fee of \$350
- If accepted pay \$4500 non-refundable deposit – applied to final two months of agreement (3 year agreement) due April 30
- Creation of a Youth Ministry Team or Council to meet monthly and help implement the vision and goals of the youth ministry.
- Allow students to participate in all CYMT classes, retreats, and conferences
- Church adopted child protection policy approved by CYMT
- Provide office space and equipment including phone and computer for intern
- Senior Pastor and Onsite Supervisor participation in 1 day orientation

### Financial Commitment

- \$21,000 in year one – \$1,750 due beginning of each month (Begins July)
- \$24,000 in year two – \$2,000 due beginning of each month (Begins July)
- \$24,750 in year three – \$2,250 due beginning of each month (11 Months)
- Housing and Utilities
- Youth Budget - youth budget approved by CYMT
- Mileage: If a partner church is more than 40 miles from the students CYMT discussion group meetings a church will incur the following additional monthly mileage expenses: # of miles to meeting location x 2 (roundtrip) x \$.25 x 4 trips a month =

### Partner Churches will receive the following:

- An initial Youth Ministry Assessment including strengths, weaknesses and a two year timeline to move youth ministry forward and build a strong foundation during the church's CYMT partnership period.
- Avg. 25 hrs/week Youth Director in first two years and up to 30 hrs in year 3
- Opportunity to be involved in cooperative CYMT retreats and mission trips
- Monthly coaching from CYMT staff with over 50 years experience for the church's Youth Ministry Team to build an infrastructure for youth ministry including:
  - Vision, Mission, and Goals
  - Curriculum Plan
  - Long Range Calendar
  - Volunteer Training and Recruiting