

CYMT and Training Church
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 _____, _____, _____, Tennessee _____ (hereinafter referred to as “Church”).

2. **Purpose.** The purpose of this non-exclusive Affiliation Agreement is to establish the terms and conditions under which the CYMTI will be contracted to coach, consult, and support the youth director/employee of the Church (hereinafter referred to as “Youth Director”) and the church’s youth ministry.

3. **Term.** The term of this Affiliation Agreement is for two (2) years beginning _____, 200__. 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.** Church’s participating Youth Director shall comply with the policies of CYMTI. At all times, Youth Director is and will remain solely an employee of the Church and not of CYMTI. The Church will provide CYMTI a copy of the church’s current child protection policy that meets the criteria of Exhibit A’s Youth Protection Policy. Church will allow Youth Director to participate in all CYMTI classes and events as outlined in the Student Expectations (Exhibit B). Church will also work with CYMTI to develop and implement a strategic plan for the Church’s youth ministry. Church will supply CYMTI with a copy of Youth Director’s job description and responsibilities. Church agrees that any and all concerns about CYMTI training or coaching shall be reported promptly to the Administrator of CYMTI.

5. **Insurance.** Church shall make CYMTI an additional insured under its comprehensive general liability insurance policy with limits of not less than \$1,000,000. Church’s insurance policy 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 limits of not less than \$1,000,000. 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 the Youth Director, Pastor of Church, and CYMTI.

7. Consideration and Services. The consideration to be paid by Church to CYMTI in connection with this Affiliation Agreement shall be \$12,000 for Year One and \$12,000 for Year Two.

CYMTI shall meet or communicate monthly with Church (through Youth Director and CYMTI staff) to discuss developing youth ministry of Church. 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. The CYTMI will work with the Church to help Youth Director fulfill their job description to the best of their abilities.

8. 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.

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

CYMTI:

Church:

Dietrich Kirk, Executive Director

309 Franklin Rd.

Brentwood, Tennessee 37027

_____, Tennessee ____

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

10. 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 all amounts that would be owed for the then current semester. 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, less any unpaid costs for the semester (such as for example, books, retreats, and coaching costs).

(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, less any unpaid costs for the semester (such as for example, books, retreats, and coaching costs). If Church terminates this Agreement without Cause, Church shall forfeit all deposits paid and shall be responsible to CYMTI for payment of all amounts that would be owed for the then current semester.

11. 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.

12. 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.

13. 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 thereto. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 CHURCH
TRAINING, INC.**

By: _____

Its: _____

By: _____

Its: _____

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

Training Church Students will be expected to be serving a church as a part-time or full-time Director of Youth Ministries. Job responsibilities should include the following or similar responsibilities:

- To organize and play a leadership role in all 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 appointed church.
- To participate in appropriate church committee and staff meetings as directed by the appointed 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.
- 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

CYMT Expectations

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

1. Attend Student Intern 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

EXHIBIT C TO AFFILIATION AGREEMENT

Training Church Requirements:

- Fill out all paperwork and applications by church deadline April 30
- Complete initial interview process with CYMT staff
- Pay Application fee of \$350
- If accepted pay \$2000 non-refundable deposit – applied to final two months of agreement (2 year agreement) due June 1
- Creation of a Youth Ministry Team or Council to meet monthly and help implement the vision and goals of the youth ministry.
- Pastor or Onsite Supervisor willingness to participate in coaching process by regularly meeting with assigned CYMT coach
- Allow students to participate in all CYMT classes, retreats, and conferences
- Church adopted child protection policy approved by CYMT
- Provide CYMT a copy of youth director job description

Financial Commitment – CYMT Fiscal year runs from July to June

- \$12,000 in year one – \$1000 due at the beginning of each month (begins in Aug)
- \$12,000 in year two – \$1000 due at the beginning of each month (begins in Aug)
- Annual Youth Budget approved by CYMT