

AFTER-SCHOOL PROGRAM FACILITIES USE AGREEMENT
BY AND BETWEEN
DIXON UNIT SCHOOL DISTRICT # 170 AND DIXON FAMILY YMCA

THIS AGREEMENT is entered into this **7th day of August, 2026**, by and between Dixon Unit School District #170 ("District") and the Dixon Family YMCA, an Illinois not-for-profit corporation ("YMCA").

WHEREAS, the District owns and operates public school facilities for the education of students residing within Dixon Unit School District #170;

WHEREAS, the YMCA provides after-school childcare programming for school-aged children;

WHEREAS, the District desires to permit the YMCA to operate an after-school childcare program within designated District elementary school facilities for the benefit of those District students and their families who voluntarily enroll in such program;

WHEREAS, the YMCA desires to operate such programming subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. FACILITIES AND PROGRAM OPERATION

- a. Designated Schools. The District agrees to make available, on a non-exclusive basis, designated portions of the following elementary school facilities for operation of the YMCA After-School Program:

- Washington Elementary School
- Jefferson Elementary School
- Madison Elementary School

The specific rooms or portions of each building to be utilized shall be designated by the Building Principal, in consultation with the YMCA, and may be modified as reasonably necessary to accommodate school operations.

- b. Hours of Operation. The YMCA may operate its after-school program on regularly scheduled student attendance days from 2:45 p.m. until 6:00 p.m. On school holidays or other days designated by the District when school is not in session, but District facilities are available for use, the YMCA may operate the program from 6:00 a.m. until 6:00 p.m., subject to prior coordination with the District.

- c. Calendar. Prior to the beginning of each school year, the YMCA shall provide each Building Principal with a calendar identifying all anticipated program dates and hours of operation. The YMCA shall promptly notify the applicable Building Principal of any material changes to the operating schedule.

2. YMCA RESPONSIBILITIES

- a. Personnel. The YMCA shall be solely responsible for the hiring, training, supervision, and compensation of all employees, volunteers, contractors, or other individuals providing services in connection with the after-school program. The YMCA shall provide the District with a current list of all personnel assigned to each participating school building upon request.
- b. Supervision of Students. The YMCA shall provide sufficient qualified adult supervision for all students participating in the after-school program. The YMCA shall be solely responsible for care, supervision, discipline, and safety of all participants while the program is in operation.
- c. Facility Care. The YMCA shall exercise reasonable care in its use of District facilities and shall ensure that the designated program areas are maintained in a clean and orderly condition. At the conclusion of each program day, the YMCA shall remove all trash generated by the program, restore the designated areas to substantially the same condition in which they were received, and secure the facilities as directed by the Building Principal or the District.
- d. Damage to District Property. The YMCA shall promptly notify the District of any damage to District property occurring during the operation of the program. To the extent permitted by law, the YMCA shall be responsible for the reasonable cost of repairing damage caused by the negligent or wrongful acts or omissions of the YMCA, its employees, volunteers, agents, or program participants.

3. DISTRICT RESPONSIBILITIES

- a. Facilities. The District shall make available designated portions of Washington Elementary School, Jefferson Elementary School, and Madison Elementary School for operation of the after-school program in accordance with this Agreement. The Building Principal at each location shall designate the specific rooms or areas to be utilized and may reasonably modify those locations as necessary to accommodate school operations.
- b. Access. The District shall provide the YMCA with reasonable access to the designated facilities during the hours authorized by this Agreement, subject to emergency closures, maintenance needs, or other District operational requirements.

- c. Coordination. Each Building Principal, or his or her designee, shall serve as the District's primary contact for matters relating to the use of facilities at that location and shall coordinate with YMCA staff regarding scheduling, facility use, and operational concerns.
- d. Building Usage. The District shall provide quarterly invoices to the YMCA for building usage reimbursement as provided in Section 4 of this Agreement.
- e. Priority of District Use. The parties acknowledge that the District's educational programs, extracurricular activities, and other District-sponsored functions shall have priority in the use of District facilities. If a District activity requires the use of space otherwise designated for the YMCA After-School Program, the District may relocate the YMCA to another reasonably comparable area within the same building or, if no such space is available, temporarily suspend use of the affected facility upon reasonable advance notice whenever practicable.

4. COMPENSATION

The YMCA shall reimburse the District One Hundred Twenty-Five Dollars (\$125.00) per month for each participating elementary school building to offset building usage expenses (ie. utility costs, toiletries, etc.) associated with operation of the after-school program.

The District shall invoice the YMCA on a quarterly basis according to the following schedule:

- October 31- \$1,125.00
- January 31- \$1,125.00
- May 31- \$1,500

Payment shall be due within thirty (30) days after receipt of each invoice.

5. INSURANCE

- a. Liability Coverage. The YMCA shall maintain Commercial General Liability Insurance throughout the term of this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage, or such greater limits as may reasonably be required by the District.
- b. Additional Insured. The Policy shall name Dixon Unit School District \$170, together with its Board members, officers, employees, and agents, as additional insureds with respect to the YMCA's operations under this Agreement.
- c. Certificates of Insurance. Prior to commencement of the program, and thereafter upon renewal of coverage, the YMCA shall provide the District with certificates

of insurance demonstrating compliance with this Section. The YMCA shall promptly notify the District of any cancellation, nonrenewal, or, or material reduction in coverage.

6. INDEMNIFICATION

To the extent permitted by law, the YMCA agrees to indemnify, defend, and hold harmless Dixon Unit School District #170, its Board Members, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent acts or omissions of the YMCA, its employees, volunteers, contractors, or agents in connection with the operation of the after-school program under this Agreement. Likewise, to the extent permitted by law, the District agrees to indemnify, defend, and hold harmless the YMCA, its officers, employees, volunteers, and agents from and against any claims, liabilities, damages, losses, costs, and expenses arising out of negligent acts or omissions of the District, its officers, employees, or agents.

7. COMPLIANCE WITH LAW

The YMCA shall comply with all applicable federal, state, and local laws, regulations, and licensing requirement governing the operation of the after-school program, including all applicable childcare regulations, health and safety requirements, and District policies governing the use of school facilities.

8. TERM

The Agreement shall commence on July 1, 2026, and shall remain in effect through June 30, 2027, unless sooner terminated pursuant to this Agreement. The parties may renew this Agreement upon mutual written agreement. The District may, upon 60 days' notice, terminate this Agreement where the allocated space is no longer available or needed for District operations or the YMCA is in default of this Agreement.

9. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery, three (3) business days after deposit in the United States Mail, postage prepaid, certified mail, return receipt requested, or one (1) business day after delivery to a nationally recognized overnight courier, addressed as follows:

If to the District:
Dixon Unit School District #170
Attn: Dr. Melydi Huyett
1335 Franklin Grove Road

Dixon, IL 61021
If to the YMCA:
Dixon Family YMCA
110 N. Galena Avenue
Dixon, IL 61021

10. TERMINATION

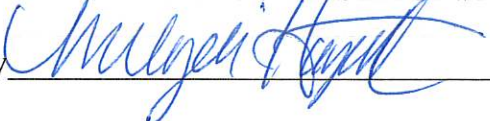
Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement immediately upon written notice in the event of a material breach of this Agreement by the other party, provided such breach is not cured within ten (10) days after written notice of the breach, if capable of cure. The District reserves the right to suspend or terminate use of any District facility immediately if continued operation presents a risk to student safety or materially interferes with District operations.

11. MISCELLANEOUS

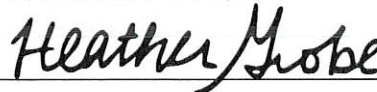
- a. Independent Contractor. The YMCA is an independent contractor and nothing contained in this Agreement shall be construed as creating an employer-employee relationship, partnership, joint venture, or agency relationship between the District and the YMCA.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- c. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, discussions, or understandings, whether written or oral.
- d. Amendment. This Agreement may be amended only by a written instrument executed by authorized representatives of both parties.
- e. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.
- f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DIXON UNIT SCHOOL DISTRICT #170

By 

DIXON FAMILY YMCA

By 

Superintendent

Director

Exhibit A
Participating School Facilities and District Contacts

Entity	Primary Contact(s)	Email
Washington Elementary School	Principal: Kellie Glenn	kglenn@dps170.org
Madison Elementary School	Principal: Joey Sagel	jsagel@dps170.org
Jefferson Elementary School	Principal: Crystal Thorpe	kglenn@dps170.org
Dixon Unit Schools #170	Superintendent: Dr. Melydi Huyett Business Manager: Marc Campbell	mhuyett@dps170.org mcampbell@dps170.org
Dixon Family YMCA		