

**Turner Unified School District #202,
Turner Recreation Commission,
and Turner Days Committee
Memo Of Understanding**

The Turner Unified School District #202 (hereinafter "TUSD"), the Turner Recreation Commission (hereinafter "TRC") and the Turner Days Committee (hereinafter "TDComm") commonly agree to enter into this memorandum of understanding for the specific activities stated hereafter. This agreement will be for the period of July 1, 2023 through June 30, 2024. In consideration of the mutual benefits and provisions set forth herein, the TUSD, TRC and TDComm do hereby agree upon the following terms and conditions:

Section 1: TRC Usage of TUSD Facilities

TRC and its staff and program personnel, coaches, participants and attendees shall have the right to access and use the following TUSD properties without fees for activities directly related to the following programs. Scheduling of facility use will be approved by TUSD. Any other programs or events will require prior approval by TUSD before accessing or using any TUSD facilities.

1. JOURNEY SCHOOL

Areas: gym, green space west of school.

Programs: youth indoor soccer games and practices, adult aerobics.

2. JUNCTION ELEMENTARY

Areas: gym, baseball field, green space to the east and west of the baseball field.

Programs: youth soccer practices; youth volleyball practices; youth basketball practices; youth baseball, t-ball, coach pitch, and softball games and practices.

3. MIDLAND TRAIL ELEMENTARY

Areas: gym, football field, green space to the east of the football field.

Programs: youth soccer games and practices, youth volleyball practices, youth basketball practices.

4. OAK GROVE ELEMENTARY

Areas: gym, baseball field.

Programs: youth soccer practices; youth volleyball practices; youth basketball practices; youth baseball, t-ball, coach pitch, and softball practices.

5. STEINEGER FIELDS

Areas: softball fields and baseball field (use with prior approval only), Turner Days field, batting cages.

Programs: youth soccer games and practices; youth baseball, t-ball, coach pitch, and softball games and practices; special events.

6. TURNER DISTRICT ACTIVITY CENTER

Areas: football and soccer field, locker rooms, restrooms.

Programs: football-2 days each year

7. TURNER SIXTH GRADE ACADEMY

Areas: three multipurpose ball fields, green space east of school.

Programs: youth soccer practices; youth baseball, t-ball, coach pitch, and softball games and practices.

8. TURNER ELEMENTARY

Areas: gym, green space west of the playground.

Programs: youth soccer games and practices; youth volleyball games and practices; youth basketball games and practices; youth baseball, t-ball, coach pitch, and softball practices.

9. TURNER HIGH SCHOOL

Areas: main gym, auxiliary gym, wrestling room, practice field.

Programs: youth cheerleading practices, youth wrestling, youth and adult sport tournaments, other special events (limited use with prior approval only).

10. TURNER MIDDLE SCHOOL

Areas: gym, football field.

Programs: youth and adult basketball games and practices, youth and adult volleyball games and practices, youth indoor soccer games, youth soccer games and practices, youth wrestling practices.

TRC Responsibilities

TRC shall be responsible for the following actions and will comply with all listed conditions before, during or after any use of TUSD facilities.

1. Trash

Pick up and housekeeping during and after any TRC usage of TUSD facilities. Trash must be removed from the usage area including parking lots, game areas, bleachers, concession stands, restrooms and storage areas upon conclusion of each TRC activity.

2. Activity Control

Maintain control of activities in the areas used and take all necessary steps to prevent the violation of any TUSD or TRC policy or any act or action that might be detrimental to either organization.

3. School Property

Not make any change or alteration to or permit others to change or alter any TUSD facility in any way unless prior written consent has been obtained from TUSD. Maintain the turf at the TRC Community Center and Swartz Field including mowing, weed eating, and herbicide applications.

4. Non-School Property (eg. Highland Park, Riverview)

Perform all care of facilities not located on TUSD property including dirt work and delivery of infield material, mowing, lighting/electrical, fence work, parking lots, concession areas, etc.

5. Replacement/Repair

Pay the cost of replacement or repair of any TUSD facility damaged through the negligence of or the act or actions of any party using TUSD facilities pursuant to any TRC activity. This includes all grounds, maintenance equipment and property. TRC will provide TUSD user names and phone numbers upon request.

6. Special Maintenance

Provide special maintenance required by the use of fields under adverse conditions.

7. Field Preparation

Provide all field preparations during the listed activities above including all marking, dragging, striping, and supplies necessary for field preparation on TUSD fields.

8. Unsafe or Unplayable Conditions

Decisions to play or not play due to weather or field conditions will be the responsibility of the designated representative of the TRC. TRC staff and coaches should be notified immediately of any unsafe conditions discovered by TUSD. Coaches should not allow games or practices to be played on areas that are unsafe. TRC shall call attention to discovered unsafe conditions that may require attention, repairs, etc. via the TUSD work order system and verbal notification to TUSD Facility Management and Grounds (KSHSAA regulations will apply).

9. Service Vehicles

TUSD and TRC service vehicles are the only vehicles permitted on the park grounds or walkways. Because of safety concerns, coaches may not drive beyond the public parking areas for loading, unloading, and parking purposes without permission of the TUSD or TRC.

10. Property Protection

Ensure that no one is allowed to hit or throw balls or any equipment against the chain link fences, buildings or other fixtures or equipment.

11. Restrooms

Portable restrooms will be provided by TRC if they are needed. Restrooms are scheduled to be open March 1 – October 31 (weather conditions permitting). TRC will service the restrooms and provide necessary supplies during their activity times. During other times, TUSD will service the restrooms and provide supplies as needed.

12. Security

TUSD will be responsible to open and close indoor facility buildings. TRC will be responsible to open and close outdoor facility gates and outbuildings.

13. Tournaments

Tournament dates should be submitted to TUSD for approval at least 30 days prior to any such event.

14. Bleachers

TRC shall maintain all bleachers owned by TRC.

15. Concessions

TRC may operate concession stands on TUSD property during TRC events and activities. TRC is solely responsible for all operations of these stands during TRC events and activities and shall maintain the concession facilities in a clean and safe manner.

16. Rescheduled Activities

TRC reserves the right to reschedule facilities for their usage during times that TUSD is not already scheduled to use the requested facility.

17. Additional Facility Requests and Approved Method of Communication

In the event that TRC should request additional space or time in any TUSD facility and/or on any field, requests will be made electronically through the TUSD facility use request process.

18. Calendar

All planned TRC facility usage (gyms and fields) will be placed on a public calendar on the TRC website.

Section 2: TUSD Usage of TRC Facilities

TUSD and its staff and program personnel, coaches, participants and attendees shall have the right to access and use the following TRC properties without fees for activities directly related to the following programs. Scheduling of facility use will be approved by TRC. Any other programs or events will require prior approval by TRC before accessing or using any TRC facilities.

1. TRC COMMUNITY CENTER

Areas: gym, stage, meeting and activity rooms, green space northwest of center.

Programs: PTA events, junior high athletic team practices, student reward days, business meetings, banquets, graduations, dances.

2. SWARTZ FIELD

Areas: upper football field, lower game field, storage building.

Programs: special events.

3. HIGHLAND PARK

Areas: baseball field, soccer fields, concessions, restrooms, green space.

Programs: games and practices.

4. TURNER WALKING PARK

Areas: all areas.

Programs: special events, early childhood programs.

5. RIVERVIEW

Areas: 5 multipurpose ball fields, concessions/restrooms.

Programs: games and practices.

TUSD Responsibilities

TUSD shall be responsible for the following actions and will comply with all listed conditions before, during or after any use of TRC facilities.

1. School Property

All mowing, weed eating, and turf management on all TUSD property based on mowing rotation (excluding TRC Community Center and Swartz Field). Any additional mowing and/ or weed eating will be the responsibility of TRC. TRC is responsible for maintaining all of the skinned infields including hauling and tilling. TUSD is responsible for leveling, preseason and postseason infield preparations. TRC should work in a partnership capacity to assist in the preseason and postseason infield preparations. TUSD Facilities Management and Grounds may take fields or facilities temporarily out of service as needed for repair, renovation, and/or development. TUSD shall provide TRC with as much advance notice as possible when any facilities covered by this agreement are to be taken out of service.

2. Capital Improvement Projects

Enhancements, which might improve a facility or field's performance beyond its original intended use, will be the responsibility of TUSD. TUSD will consider facility and field enhancement proposals from TRC. Inquiries should be directed to the Facilities Management Supervisor.

3. Unsafe or Unplayable Conditions

TRC should be notified immediately of any unsafe conditions that will not permit safe play to occur.

4. Facility and Equipment Use Training

TUSD Head Groundskeeper/Facilities Management Supervisor will coordinate daily work schedules with the TRC Sports Director; coordinate training on maintenance equipment and athletic field preparation as necessary.

TUSD Head Custodians will coordinate training with the TRC Event Director on indoor facility equipment setup, use, and storage.

5. Storage

TRC may store their recreation program equipment including soccer goals, portable pitching mounds, etc. during the recreation program season only in preapproved locations. TRC may store grounds equipment including mowers within the TUSD grounds department storage building pre-approved locations year-round. Tractors, trailers and trucks may be parked on TUSD grounds.

6. Bleachers

Responsible for maintaining bleachers owned by TUSD.

7. Fence

TUSD is responsible for maintaining all fencing, including dugouts.

8. Lighting and Electrical Maintenance

The lighting systems on TUSD property will be checked and repaired by TUSD as necessary before the first game dates and as the season progresses. This includes scoreboards.

9. Outbuildings

Maintenance and repair of restroom buildings, concession buildings, storage buildings, etc. is the responsibility of TUSD including items such as capital improvement projects, plumbing, and the general care of the outbuildings.

10. Security

Responsible for opening and closing indoor facility buildings.

11. Fuel

TRC may use TUSD gasoline and diesel fuel pumps, but must maintain an accurate log of all fuel use.

TRC designee shall supply a weekly copy of fuel report to TUSD designee (Head Grounds Keeper).

TUSD Head Groundskeeper/ Facilities Management Supervisor will issue monthly fuel usage reports to TUSD accounting department for proper billing. A copy of the fuel usage will be supplied to TRC.

12. Rescheduled Activities

TUSD shall notify TRC Administration immediately upon the discovery of necessary rescheduling of planned TUSD activities that may affect TRC use of TUSD property. A minimum of 24 hours notice will be given (if possible) when this occurs.

13. Replacement/Repair

TUSD agrees to pay the cost of replacement or repair of any TRC property damaged through the negligence of or the act or actions of the user. This includes all grounds maintenance equipment and property. TUSD will provide specific user names and phone numbers upon request.

14. Approved Method of Communication

In the event that TUSD should need to modify requests made by TRC in TUSD facilities and/or on fields, that communication must be made to the TRC Sports Director. Written or email communication can be utilized.

Section 3: Human Resources, Payroll, and Accounting

TUSD will provide TRC the following human resources, payroll, and accounting services:

1. Payroll processing
2. Accounts payable processing
3. Federal withholding reports
4. State withholding reports
5. KPERS withholding reports
6. End of the year W-2s
7. End of the year 1099s
8. Monthly general fund, employee/insurance fund, and treasurer's account budget reports
9. E-Requisition services
10. Designated bank W-2s
11. Designated bank 1099s
12. TUSD audit will cover the TRC bank accounts and practices. TRC shall pay for their portion of the accounting services provided for their audit.
13. Services of TUSD paid employees to accomplish the above.

Section 4: Turner Days

To produce and present the annual Turner Community celebration named "Turner Days"; TRC, TUSD and TDComm each agree to be responsible for the drivers their organization selects to operate parade floats or other equipment and for the following special considerations for each organization:

TUSD Special Responsibilities

TUSD agrees to provide TDComm use of the following facilities and services for Turner Days at the annual cost of \$4000.00:

1. Allow the use of the property located at 5800 Metropolitan in Kansas City, KS namely "Turner Days Field" to TDComm for the annual Turner Days events.
2. Assist in the set-up of the stage, snow fence, painting the outline for booths, and hanging of Turner Days banners. Provide up to six (6) tables and fifteen (15) chairs for the event.
3. Hang two (2) banners on fencing at the DAC to promote the event from the last week of September through Turner Days.
4. Assist in the cleanup after the event.
5. Storage of Turner Days equipment before and after the event as follows:
 - Stage

- Platforms for stage
 - Electrical equipment
 - Trash cans
 - Orange fencing
 - Banners
 - Cones
6. Provide 8 workers to provide oversight and security at the following locations during Turner Days:
- 2 at Turner High School or Turner Middle School
 - 1 at Turner Elementary School
 - 2 at Steineger Field
 - 1 at the Facilities and Grounds Management Building
 - 2 at the Transportation Barn

TRC Special Responsibilities

TRC commits to provide a check for \$6,000 to the TDComm for sponsorship of Turner Days no later than the TRC August board meeting of the current year.

TDComm Special Responsibilities

TDComm agrees to provide the following services for Turner Days:

1. Rental, installation, and removal of portable bathroom units.
2. Purchase of any hay and straw as required for all parade floats used by TRC, TUSD School Board, and Little Miss Turner.
3. Purchase of trash liners, toiletry and cleaning supplies.
4. Securing and rental of golf carts for security, maintenance and approved patron transportation.
5. Ongoing maintenance and installation of Turner Days banners.
6. Securing permit from Wyandotte County Unified Government to hang Turner Days banners on 55th Street in front of Turner Middle School for the entire event period. Banners will be hung by TUSD.
7. Placement, securing and rental of trash dumpsters for the entire period of Turner Days.
8. Painting and/or repairs of any equipment used for Turner Days.
9. Covering any other costs that arise and are not specifically addressed in this agreement, other than those directly related to a TUSD property/facility.
10. TDComm will be responsible for obtaining insurance and security for the event.
11. Reserve Turner High School front and rear parking lot and communicate with THS principal.
12. Reserve Turner Elementary and communicate with Turner Elementary principal.

Section 5: Turner Aquatic Center (TAC)

TUSD and TRC will collectively finance and operate the Turner Aquatic Center utilizing the following guidelines:

Aquatics Coordinator Responsibilities:

1. Schedule community swim operating hours.
2. Maintain and manage pool water quality, mechanical room equipment, HVAC equipment, lighting, etc.
3. Provide certified lifeguards and supervisory staff during all hours provided for community open swim, recreation use.
4. Schedule all non-school events in the TAC.

5. Invoice all non-school user groups for their use of the facility at a rate and/or formulas agreed upon and/or contracted for use. Requests for refunds will be submitted to TRC and accounted for in final annual cost-sharing calculation.
6. Maintain and administer the recreation summer swim team practices and meets, learn to swim lessons, water aerobics classes, simply senior programs, recreation special events hosted at the TAC, recreation classes hosted at TAC, and recreation rental facility use in conjunction with the TRC Director.
7. Set-up and supervise the TAC for classes, programs, and events sponsored by TRC in conjunction with the TRC Director.
8. Creation and publishing of social media content.

TUSD Special Responsibilities:

1. Employ and compensate all personnel; including the Aquatics Coordinator, supervisory staff, lifeguards, coaches, and instructors (with the exception of the TRC Swim Coach).
2. Provide custodial service needed to maintain the TAC including the pool deck, locker rooms, hallways, concessions and office spaces and manage all related costs.
3. Provide facility maintenance services necessary to maintain the TAC and manage all related costs.
4. Track and pay all utility and custodial costs associated with the operation and maintenance of the TAC.
5. Pay all operating costs of the TAC.
6. Provide TRC monthly revenue and expenditure reports for TAC operations.
7. Provide TRC with schedules of events & curriculum class information per semester, and notify TRC staff at 287-2111 of any changes in advance.

TRC Special Responsibilities:

1. Employ (or contract), supervise and compensate the TRC Swim Coach, who will supervise and manage the year-round TRC Recreational Swim Teams.
Reimburse TUSD the one (1) mill levied for use and upkeep of the TAC. TRC's reimbursement and contributions to the TAC shall never exceed one (1) mill for the current fiscal year.

It is commonly agreed:

1. TUSD typically will not use the TAC during the summer months, defined as dates that are from the last day of classes for the spring semester and beginning one week before the start of classes for the fall semester. However, should TUSD need the use of the facility, they will coordinate with the Aquatics Coordinator.
2. Annual maintenance of the TAC will occur during the month of July at the conclusion of summer swim programs. During this period, the TAC will be drained for maintenance purposes, if necessary, or run on minimum filtration and chemicals with no heat.
3. Both parties may share all or part of the scheduled times set aside for their exclusive use of the facilities. First priority is provided to TUSD's swim team events, curriculum courses, athletic teams, etc.
4. All capital improvement, maintenance and project expenditures at TAC shall be borne by TUSD. TRC may submit requests for capital improvement projects to TUSD for consideration. TRC may assist in financing capital improvement projects.
5. All proposed capital improvement project expenditures shall be reviewed by both parties and agreed upon in advance as to project time and budget year for facility scheduling and budgeting purposes.
6. TUSD and TRC will share responsible for all costs of administration, operation and maintenance of the TAC. TRC's reimbursement and contributions to the TAC shall never exceed one (1) mill for the current fiscal year.
7. Any group/organization, outside of TUSD, wanting to rent the facility must have approval from both TUSD and TRC.

8. There will always be a minimum number of employees present (two lifeguards, one supervisor minimum) as needed to perform the Emergency Action Plan of the TAC.
9. The Aquatics Coordinator position performs leadership and management roles for both TUSD and TRC. A designee of the Superintendent and TRC Director serve as direct supervisors for the Aquatics Coordinator position and will annually evaluate and communicate all concerns regarding the position of the Aquatics Coordinator on a timely basis. The Aquatics Coordinator will contribute to the evaluation of the TRC swim coach.
10. TRC shall call attention to safety concerns and repairs necessary via the TUSD work order system.
11. TRC, its agents or employees shall have the right to use the TAC during its normal hours of operation, except such times as TUSD is conducting curriculum classes, swim team practice sessions, athletic team training, swim meets, and special events.
12. Both TRC and TUSD agree to be respectful and cooperate when scheduling activities, classes, repairs, and events for the TAC.
13. All TAC revenues shall be split evenly between TUSD and TRC (with the exception of revenues generated by TRC Recreational Swim Team activities not associated with KSHAA, which shall be retained by TRC).
14. During special events, swim meets, and various other programs or activities, the organization sponsoring the event shall earn 100% of all concession profits.
15. The TUSD Executive Director of Administrative Services and TAC Aquatics Coordinator shall be responsible for all decisions regarding TUSD curriculum, employment, employee schedules, TAC business, and other miscellaneous matters.
16. The TUSD Athletic Director and TAC Aquatics Coordinator shall be responsible for all decisions regarding TUSD athletics and concessions.
17. The TUSD Supervisor of Facilities and Grounds and TAC Aquatics Coordinator shall be responsible for all decisions regarding TUSD facilities and grounds maintenance.
18. The TUSD Supervisor of Business Services, TRC Director, and TAC Aquatics Coordinator shall manage the purchase and budget process for the TAC.
19. TUSD and TRC will partner to provide a Learn-to-Swim experience for all TUSD 2nd grade students. Transportation and supervision will be provided by TUSD. Program costs will be funded by TRC subject to annual budget approval.

Section 6: TUSD Technology Services

TUSD Technology Department will provide technology services to the TRC Community Center building and staff at no cost to TRC. TRC is responsible for all equipment costs.

Section 7: TUSD Facility Management and Grounds Services

TUSD Facility and Grounds Management will provide facility management services to the TRC Community Center building, contents, and grounds at no cost to TRC. TUSD and TRC will coordinate capital improvement projects for the facility and grounds collectively. TUSD is responsible for building maintenance costs, excluding vandalism and neglect. Building maintenance includes routine/preventative maintenance and repair of existing equipment and facilities. When an upgrade or improvement is requested by TRC, the difference in cost will be the responsibility of TRC. TRC is responsible for capital improvement projects costs outside of the TUSD facility capital improvement project plan for the TRC Community Center. TRC is responsible for annual testing of fire detection devices.

TRC will provide snow removal on parking facilities owned by TUSD during normal scheduled work days.

Section 8: Transportation

TUSD will assist TRC by providing school busses and drivers for TRC activities. A per-vehicle charge of \$10/hour and \$2/mile will be charged. Use of vehicles is subject to availability. Use will be granted via the electronic TUSD "Facilities Request" form.

Section 9: General Terms and Conditions

TUSD, TRC and TDComm will each be responsible for their own insurance premiums, except as otherwise set forth herein.

TUSD, TRC and TDComm agree to support the use of their buildings and fields by TUSD students, TRC patrons, and Turner residents. All parties agree to meet annually to review and update this agreement and to make facility usage among the parties as equitable as possible. If there is a breach of or disagreement about any of the terms of this agreement; TUSD, TRC and TDComm will negotiate a resolution and amend the terms to reflect their decision. All of the terms herein are binding on all TRC, TUSD and TDComm personnel and program participants.

TRC agrees to indemnify and hold harmless TUSD 202, its officers, agents, servants, board members, and employees from and all liability of whatever kind or nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using its facilities or property.

TUSD agrees to indemnify and hold harmless TRC, its officers, agents, servants, board members, and employees from and all liability of whatever kind or nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using its facilities or property.

TUSD:

Superintendent: _____
(signature)

(printed name)

Date: _____

TRC:

Director: _____
(signature)

(printed name)

Date: _____

TDComm:

Chairperson: _____
(signature)

(printed name)

Date: _____