

**USE AGREEMENT  
BETWEEN  
MURFREESBORO CITY SCHOOLS  
AND  
UNITED WAY OF SOUTH CENTRAL TENNESSEE**

This Use Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between Murfreesboro City Schools (“District”) and United Way of South Central Tennessee (“United Way”) for the purpose of providing office space at Mitchell-Neilson School (“School”) to operate a Family Resource Center (“FRC”) benefiting the school community.

1. **Term.** The term of this Agreement shall be from the Effective Date to June 30, 2027, unless terminated by either party as hereinafter provided. The District may, in its sole discretion, renew this Agreement for up to two (2) successive one (1) year renewal periods as long as written notice is provided at least thirty (30) days prior to the end of the current term or first renewal term, as applicable.

2. **Office Space Use.** The District agrees to provide United Way with access to office space at Mitchell-Neilson School to operate the FRC. The District licenses to United Way the exclusive, non-transferable right to use the premises consisting of approximately \_\_\_ ( ) square feet located at a portable on Mitchell-Neilson School campus (the “Premises”). United Way’s use of corridors for access and restrooms identified as the Premises is non-exclusive. No storage outside the Premises is permitted.

- a. Use of the Premises is exclusive to United Way during permitted hours. All other areas of the School, including classrooms, cafeterias, gyms, libraries, playgrounds, hallways, roofs, and exterior grounds, are excluded except for the common areas and access routes to the Premises.
- b. No signage visible from common areas or exterior without District’s prior written approval.
- c. The use of the Premises shall be limited to activities directly related to the operation of the FRC. The Premises shall not be used for public events open to the general public, overnight occupancy, commercial sales, political activity, or any illegal purpose.
- d. No hazardous materials (as defined by applicable law), weapons, alcohol, illegal drugs, smoking/vaping, open flames, or space heaters are permitted.
- e. The District shall waive any charges for United Way's use of the Premises, recognizing that the presence and operation of the FRC within the school provides substantial and invaluable benefits to the school community, thereby constituting adequate consideration under this Agreement.
- f. United Way shall be responsible for providing and maintaining all office supplies, equipment, and materials necessary for the operation of the FRC.
- g. United Way shall promptly notify District of any damage, accident, injury, security incident, or suspected child-safety concern in or about the Premises. If the Premises are damaged or access is impaired by casualty, emergency, or condemnation, District may

close or relocate the FRC within the School, or terminate this Agreement upon notice, without liability.

3. **Access to the Premises.** United Way may access the Premises Monday-Friday, 7:30 a.m.-5:00 p.m., on days when school is in session. After-hours/weekend access requires District's prior written approval. District may suspend access during closures, emergencies, drills, or safety/security events without liability.

- a. Keys/badges will be issued to United Way employees however remain District property. United Way shall not duplicate or loan them and shall immediately report any loss.
- b. All United Way personnel and visitors must comply with District check-in and identification procedures.
- c. When the School is closed (e.g., for holidays, inclement weather, or emergencies), access to the office space may be limited, and United Way shall coordinate with the District regarding use during such times.
- d. District may enter the Premises at any time, with or without notice in emergencies and otherwise upon reasonable notice, to inspect, maintain, make repairs or improvements, ensure compliance, or show the Premises to District personnel or contractors.

4. **Employee Status.** The United Way employee assigned to operate the FRC shall remain solely an employee of United Way and will not be considered an employee, agent, or representative of the District. United Way shall retain full responsibility for all employee-related costs, including but not limited to wages, benefits, training, and insurance. United Way shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto. United Way shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.

5. **Background Checks.** The United Way employee assigned to the FRC shall undergo a fingerprint criminal history records check performed by the Tennessee Bureau of Investigation prior to having direct contact with or close proximity to students, as required by Tennessee Code Annotated § 49-5-413. Fingerprint records checks shall be coordinated through Murfreesboro City Schools. Any costs incurred to perform these background checks and fingerprinting shall be paid by United Way.

6. **Compliance with Laws and District Policies.** United Way shall comply with all applicable federal, state, and local laws, regulations, and fire/life-safety codes. United Way shall comply with all District policies and procedures, as amended from time to time upon written notice to United Way. Material policy changes will be provided to United Way and become enforceable ten (10) days after notice.

7. **Maintenance of the Premises.** District will provide base building utilities and routine building maintenance. United Way will keep the Premises clean and orderly, remove trash daily to designated locations, and promptly repair any damage it or its invitees cause (ordinary wear and tear excepted). No alterations, installations, signage, or cabling may be made without District's prior written approval. On termination of this Agreement, United Way shall remove its property, repair alteration penetrations, and return the Premises broom clean.

8. **Insurance.** Throughout the Term, United Way shall maintain: (a) commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) workers' compensation as required by law and employers' liability of not less than \$500,000; and, (c) commercial auto liability (if vehicles are used in connection with the Premises) of not less than \$1,000,000 combined single limit. District shall be named as an additional insured on CGL and auto via ISO-form endorsements, primary and non-contributory, with waiver of subrogation where permitted by law. Certificates and endorsements shall be delivered prior to occupancy and upon renewal.

9. **Indemnification.** United Way shall indemnify, defend, and hold harmless District and its officers, employees, and agents from and against any and all claims, demands, causes of action, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) United Way's use or occupancy of the Premises or common areas; (ii) the acts or omissions of United Way or its employees, contractors, invitees, or visitors; (iii) property damage or bodily injury occurring in or about the Premises; (iv) violation of law or District policies; or (v) data/privacy incidents related to FRC operations or education records, except to the extent caused by District's gross negligence or willful misconduct. District may tender defense, and United Way shall use counsel reasonably acceptable to District. This indemnity survives expiration or termination.

10. **Termination.** Either party may terminate this Agreement with thirty (30) days' written notice to the other party.

- a. Any occupancy after the Term or earlier termination is a holdover subject to District's consent and revocable at will.
- b. District may remove United Way's property left in the Premises after surrender and store or dispose of it at United Way's expense; District is not responsible for loss or damage.

11. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

13. **Non-Discrimination.** There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.

14. **Student Confidentiality - Compliance.** For purposes of carrying out this Agreement, United Way will perform an institutional service or function for which the District would otherwise use employees, and is hereby designated by District as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3). United Way understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) and the confidentiality provisions under the IDEA Part B (34 CFR 300.610 through 300.626). United Way understands and agrees that that it remains under direct control of District with respect to the use and maintenance of the education records. United Way understands that the use of educational records is limited in scope and purpose. United Way understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever. Any failure to comply with applicable FERPA requirements by United Way or any of its employees will be immediately reported to District by United Way.

15. **Program Name Modification.** The Parties agree that the name of the FRC program may be changed upon mutual written agreement of both Parties. Such a change shall not affect the rights and obligations of either Party under this Agreement.

16. **Amendments.** Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

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

**United Way of South Central Tennessee**

**Murfreesboro City Schools**

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

\_\_\_\_\_  
**Director of Schools**

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

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

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Approved as to form:**

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**Title**

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**Lauren Bush, Assistant City Attorney**