





## Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

To: Jesse Bacon, Superintendent   
From: Adrienne Usher, Assistant Superintendent   
Date: April 10, 2019  
Re: BCPS/YMCA Memorandum of Agreements for 2019-2020

The attached memorandums of agreement, in order, are:

- 2019-2020 Bullitt County Public Schools and The YMCA of Greater Louisville, Before and After School Programs
- 2019 Summer Learning Loss Program at Lebanon Junction Elementary

The memorandum of agreement for before and after school programs details school sites that will be used during the 2019-2020 school year and 2019 summer sites.

The 2019 YMCA Summer Learning Loss Program at Lebanon Junction Elementary is funded by the YMCA and BCPS agrees to provide building space and collaboration efforts between administration, teachers and YMCA as necessary/appropriate. The Summer Learning Loss program enrolls approximately 40 students.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BULLITT COUNTY PUBLIC SCHOOLS  
AND  
THE YMCA OF GREATER LOUISVILLE  
BEFORE AND AFTER SCHOOL PROGRAMS**

This Memorandum of Agreement, made and entered this \_\_\_\_ day April 2019, by and between the Board of Education of Bullitt County, Kentucky (hereinafter "Board") and the Young Men's Christian Association of Greater Louisville (hereinafter "YMCA").

Whereas the Board and the YMCA recognize the need for a Before and After School Child Care Program that will also enable the children of working families to participate in a variety of physical, cultural, and social activities;

Whereas, the Board and the YMCA desire to provide child care services for all families;

Whereas, the Board and the YMCA desire to provide a sound staff structure to ensure program quality;

Therefore, the parties agree as follows:

1. The YMCA agrees to provide:
  - A. The program, as stated in the proposal attached hereto as Exhibit A, the content of which is to be determined by the YMCA, and which will serve Bullitt County Public School students assigned to the designated elementary and middle schools as listed in Exhibit B, C, and D attached hereto.
  - B. The staff, to include Site Directors, hired by the YMCA.
  - C. Program Supplies.
  - D. Registration and orientation.
  - E. Monthly budget of before and after school programs and summer program.
  - F. Rent to be paid to the Bullitt County Board of Education as follows: \$450 per school year site and \$250 per site for summer.

2. The Board agrees to provide:

- A. Facilities; however, the school is to have priority for the programming of school events, and is to supply the child care program with suitable replacement space in the event that a room regularly scheduled for child care must be used.
- B. Utilities.
- C. Regular structural maintenance.
- D. Buses for field trips (Y to pay for driver and mileage)
- E. **Transport** (at additional cost to YMCA for site consolidation if needed)  
2019-2020 cost estimate - up to \$6000 (LJES to/from CGES, NES to/from SES, and/or MES to/from OES shuttle)

3. The Board and the YMCA will have mutual responsibility for:

- A. Public relations, publicity, and promotions.
- B. Licensing of sites; these fees to be paid by YMCA operating budget.

4. Liability.

- A. The YMCA assumes the liability for all activities conducted and supervised by YMCA staff and volunteers. The YMCA agrees to hold harmless the Board, its agents, and employees from and against all losses, claims, expenses, actions, causes of actions, costs, damages, and obligations, final or otherwise, arising from any and all acts of the YMCA, its agents or employees under the memorandum that result in injury to persons, damage of property, or loss arising from the performance of this Agreement.
- B. The Board agrees to hold harmless the YMCA, its agents and employees from all losses, claims, expenses, actions, causes of action, costs, damages, and obligations, final or otherwise, arising from any and all acts of the Board, its agents, or employees under the memorandum that result in injury to persons, damage of property, or loss arising from the performance of this Agreement.

5. The YMCA and the Board agree to refrain from discrimination against any student or employee in the performance of this Agreement, or against any applicant for employment because of race, creed, color, religion, sex, age, handicapping condition, or national origin.

6. The YMCA shall have responsibility for providing a copy of the annual audit. The review shall include, but not limited to, an accounting by site of before, after and summer school programs, supplies, and building use.
7. The program objectives located in Exhibit A are made a part of this Agreement and included herein. Program activities and / ideas are designed by the local YMCA child care agency.
8. Any amendments or modifications to this Agreement shall be made in writing and signed by the parties.
9. This Agreement shall be effective from July 1 , 2019 through June 30, 2020, and renewable on a yearly basis.
10. Both parties agree that the YMCA will set a minimum number of participants needed at a site in order to operate the program on a break-even basis.

YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF GREATER  
LOUISVILLE, KENTUCKY



R. Stephen Tarver  
President

BULLITT COUNTY BOARD OF  
EDUCATION  
SHEPHERDSVILLE, KENTUCKY



Jesse Bacon  
Superintendent

**EXHIBIT A**  
**PROGRAM OBJECTIVES**

1. Assure at all times that the children are safe, accounted for, and supervised in a healthy environment.
2. To develop and implement activity plans that provide appropriate balance and choice of activities.
3. Insure that site is operated in a clean, safe, and orderly manner; and insure operation of site in accordance with Kentucky Cabinet for Health Services, Licensing and Regulation.

**EXHIBIT B**  
**Before and After School Program**

Children enrolled in Kindergarten through fifth grades at the following schools are eligible:

Brooks Elementary  
Cedar Grove Elementary  
Crossroads Elementary  
Freedom Elementary  
Lebanon Junction Elementary  
Maryville Elementary  
Mt. Washington Elementary  
Nichols Elementary  
Old Mill Elementary  
Overdale Elementary  
Pleasant Grove Elementary  
Roby Elementary  
Shepherdsville Elementary

Students enrolled in 6-8 grades at the following middle schools:

Bernheim Middle School  
Bullitt Lick Middle School  
Hebron Middle School/Zoneton Middle School  
Mt. Washington Middle School/Eastside Middle School

YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF GREATER  
LOUISVILLE, KENTUCKY



R. Stephen Tarver , President

BULLITT COUNTY BOARD OF  
EDUCATION  
SHEPHERDSVILLE, KENTUCKY

\_\_\_\_\_

Jesse Bacon, Superintendent

**EXHIBIT C**

**In-Service, Snow Days, Spring Break, Christmas Break, and Summer 2019-2020**

For the 2019-2020 school year the YMCA will host at the below sites:

Summer 2019: Mt. Washington, Pleasant Grove, Cedar Grove, Freedom

Fall 2019-Winter 2020: Overdale, Roby, Old Mill

Spring Break 2020: Overdale, Roby, Old Mill

Summer 2020: Brooks, Old Mill, Crossroads, Roby

Should enrollment increase, additional sites may be added as summer care sites. The hours of operation will be 6:00 am – 6:00 pm Monday through Friday. Both parties will abide by the Memorandum of Agreement for the Before and After School Program.

YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF GREATER  
LOUISVILLE, KENTUCKY



R. Stephen Tarver  
President

BULLITT COUNTY BOARD OF  
EDUCATION  
SHEPHERDSVILLE, KENTUCKY

---

Jesse Bacon  
Superintendent



## **MEMORANDUM OF AGREEMENT: Lebanon Junction Elementary**

### **PREAMBLE**

*The Young Men's Christian Association of Greater Louisville, a Kentucky nonprofit corporation doing business as The YMCA of Greater Louisville* (hereafter "YMCA") and the *Board of Education of Bullitt County, Kentucky, an agency of the Commonwealth of Kentucky doing business as Bullitt County Public Schools* (hereafter "BCPS") enter into this Memorandum of Agreement (hereafter "MOA") to set forth the terms and conditions upon which they will collaboratively engage in a program to combat summer learning loss and improve the educational success of children attending Lebanon Junction Elementary (hereafter individually a "School").

YMCA and BCPS (hereafter "Parties") desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that end. The Program is part of a national YMCA initiative to develop Signature Programs that will help improve the academic readiness and success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon faithful adherence to the terms agreed upon below.

### **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **A. Overview**

1. YMCA and BCPS agree to work cooperatively and in good faith to achieve the objectives of the Program.
2. The Parties agree to jointly establish a communications plan which shall include:
  - a. Email communication between the principal of each School (or his/her designee) and the YMCA Program Site Director, as needed, to discuss Program progress and updates, to discuss teacher observations, to share successes and to facilitate communication with teachers and parents/guardians/families.
  - b. A protocol for emergencies, such as a school closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the school building or on school grounds.
  - c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials.

#### **B. Staff and Student Selection**

1. The principal of said School will recommend certified teachers who desire to provide services in the Program for potential selection in the Program.
2. The principal of said School and the selected teachers, after obtaining written permission from the student's parent/guardian to participate will recommend students to participate in the Program based on the YMCA criteria for inclusion listed in Exhibit A to this MOA. YMCA acknowledges that participation in the

program by a recommended student will be a voluntary choice by the student and his or her parents or guardian.

3. The YMCA Program Site Director shall have the final authority to select the teachers who will deliver the academic portion of the Program from the certified teachers recommended by each Principal. BCPS and YMCA acknowledge that the selected teachers are and shall remain employees of BCPS during the Program. However, BCPS and YMCA acknowledge that the services to be provided by the selected teachers in the Program will be provided during the BCPS summer vacation period; that the selected teachers will be independent contractors of YMCA for purposes of the Program; and that the selected teachers will be paid and supervised by YMCA with respect to the services that they provide in the Program.
4. YMCA shall have responsibility to hire non-teacher staff and select volunteers to deliver the non-academic portion of the Program.
5. YMCA will be solely responsible for the payment and the income tax withholding and/or reporting of the compensation of all teacher and non-teacher staff in the Program.

**C. Data Collection, Storage and Disclosure**

1. The Parties acknowledge that certain data is critical to analysis of Program metrics and agree to share certain confidential data between them.
2. BCPS agrees to provide the following information to YMCA relating to each Program participant from whom BCPS has obtained a release signed by the parent or guardian of the Program participant permitting BCPS to provide such information, as needed:
  - a. School attendance data for such Program participant for the 2018-2019 academic year.
  - b. Relevant school behavior data for such Program participant for the 2018-2019 academic year.
  - c. Grades and test scores for such Program participant for the 2018-2019 academic year.
  - d. Reading and test scores for such Program participant for the 2018-2019 academic year.
3. BCPS agrees to provide YMCA with reasonable access to staff familiar with the requested data.
4. BCPS agrees that the aggregate data provided to YMCA may be shared with YMCA of the USA, BridgeSpan, and any other business partner engaged in analysis of the Program, but solely for purposes of analyzing and reporting on the Program. For purposes of the preceding sentence, "aggregate data" shall mean data that does not contain any personally identifiable information of any individual Program participant. YMCA will provide to BCPS a copy of all aggregate data that is shared with any third party in accordance with this paragraph C-4.
5. BCPS understands that the aggregate data described in paragraph C-4 above may be referenced in reports to funders, newsletters, or other publications



related to the Program; however, no personally identifiable information of any individual Program participant will be reported.

6. Neither Party shall disclose any findings from or analysis of the Program without the prior written consent of the other Party, other than summary findings or analysis that does not include personally identifiable information of any individual Program participant. The summary findings or analysis that may be disclosed without such consent shall include, for example, expenditure patterns, and expenditure per pupil or category of pupil.
7. YMCA agrees that all electronic data analysis of the data provided to YMCA by BCPS in accordance with paragraph C-2 above will be performed, and such data and analysis will be stored, on secure, password-protected computers. Without limitation of the foregoing, YMCA will comply with the Family Educational Rights and Privacy Act of 1974, and will limit access to student records to persons for whom access is essential to perform this MOA.
8. YMCA shall maintain the confidentiality and safeguard the analysis of all data provided to YMCA by BCPS in accordance with paragraph C-2 above, and will not, without the prior consent of BCPS, disclose any such data or any findings or analysis derived from such data other than: (a) aggregate data as provided in paragraphs C-4 and C-5 above, (b) summary findings or analysis as provided in paragraph C-6 above, and (c) any data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.
9. BCPS may invoice YMCA for the labor hours spent filling each data request at a rate to be mutually agreed on by the Parties.
10. The YMCA agrees to follow all state and federal privacy rules unless disclosure is approved in writing by the student participant's parent/guardian and/or BCPS.

**D. Program Implementation**

1. Each School shall make the following spaces available for the Program :  
*[cafeteria, library, 2 classrooms, gymnasium, computer lab, outdoor space/grounds, restrooms]*
2. YMCA shall identify third parties for Program enhancement (music, arts, field trips, etc.) but shall confirm that each such third party is acceptable to BCPS prior to contracting with the third party.
3. YMCA agrees to conduct the Program in compliance with all BCPS policies regarding the use of BCPS facilities. YMCA will indemnify and hold harmless BCPS from any claims, loss or damage resulting from any property damage or personal injury caused by any negligent or wrongful conduct by YMCA in the operation of the Program.

**E. Miscellaneous Provisions**

1. This MOA shall be governed by the laws of the State of Kentucky.
2. Except as expressly set forth in a provision of this MOA, each Party shall bear its own costs, if any, for execution of its obligations under this Agreement.

3. Each Party shall have responsibility for supervision of its own employees, contractors, and volunteers; provided, YMCA shall have sole responsibility for supervision of the teachers, non-teacher staff and volunteers who provide services in the Program during the times the Program is being conducted.
4. Each Party shall adhere to its policies with respect to Child Abuse Prevention and training and shall comply with all applicable laws regarding child abuse reporting.
5. Each Party shall maintain appropriate insurance for its obligations under this MOA.
6. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venturer of the other or of YMCA of the USA.
7. If any part of this MOA is held to be void, against public policy or illegal, the balance of this MOA shall continue to be valid and binding.
8. No delay or omission by either Party in exercising any right under this MOA shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this MOA.
9. Each Party agrees it has obtained the appropriate authority to enter into this MOA.
10. Reports and/or notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, postage prepaid, or courier service, to the following:

**BCPS**

\_\_\_\_\_  
Signature

Jesse Bacon, Superintendent  
Name and Title (print)

1040 Hwy 44 E, Shepherdsville, KY 40165  
Address

502-869-8000 Keith.Davis@bullitt.kyschools.us  
Phone and E-mail

**YMCA**

R. Stephen Tarver  
Signature

R. STEPHEN TARVER, CEO  
Name and Title (print)

545 S. SECOND ST. LOUISVILLE, KY  
Address 40202

502-587-9622  
Phone and E-mail

STARVER@YMCALOUISVILLE.ORG

*Identify name and title, address, phone and e-mail for the person(s) who are to receive notice for each party*

**Duration of Agreement; Amendments**

1. This MOA is effective on June 12, 2019 and shall end on August 3, 2020; the confidentiality provisions related to storage and disclosure of data shall survive the MOA.

2. This MOA is the entire agreement between the Parties and cannot be amended other than by written consent of both Parties.

Entered into this \_\_\_\_\_ day of April 2019:

**BCPS:**

\_\_\_\_\_  
Signature

**Jesse Bacon**  
Superintendent

\_\_\_\_\_  
Signature

**Sheri Hamilton**  
Director of Elementary Education

\_\_\_\_\_  
Signature

**YMCA:**

*R. Stephen James*  
Signature

**R. STEPHEN TARVER, CEO**  
Name and Title (print)