

JEFFERSON COUNTY PUBLIC SCHOOLS
And
THE YMCA OF GREATER LOUISVILLE

THE CHILD ENRICHMENT PROGRAM
MEMORANDUM OF AGREEMENT

2021 R&J
This Memorandum of Agreement ("MOA") made and entered into this 23rd day of June, 2020, by and between the Board of Education of Jefferson County, Kentucky (hereinafter "Board") and the Young Men's Christian Association of Greater Louisville (hereinafter "YMCA");

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

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

Therefore, the parties agree as follows:

1. The YMCA agrees to provide:

- a) The program, the content of which is to be developed and mutually agreed upon by the YMCA and the Board, and which will serve Jefferson County Public School students assigned to the designated high, middle and elementary schools;
- b) The staff, to include site directors, hired by the YMCA in consultation with the school principal, when possible, and to include monetary or personnel incentives to implement the program to be paid for by the YMCA;
- c) Program supplies distributed on an equitable per capita basis using the Board bid list for any items needed and appearing on the list at a lesser price than otherwise available;
- d) Registration;
- e) Transportation (summer months).
- f) Unless waived in writing by the Board, YMCA shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. YMCA shall furnish to the Board certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, YMCA shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. YMCA shall furnish certificates of insurance evidencing this coverage to the Board.

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 CEP with suitable replacement space in the event that a room regularly scheduled for CEP use must be used;
 - b) Utilities;
 - c) Maintenance;
 - d) Transportation (school year).
3. The Board and YMCA will have mutual responsibility for:
- a) Specialist programming, training and orientation;
 - b) Public relations, publicity and promotions;
 - c) A comprehensive program review in the fourth, eighth, and twelfth month;
 - d) Licensing of sites; these fees to be paid by the CEP operating budget;
 - e) Annual program budget development;
 - f) Snacks (the Board to provide snacks during the school year and to be reimbursed from the program budget; the YMCA to provide snacks on break days, in-service days and during the summer and to be reimbursed from the program budget);
4. Liability. 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 action, 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. To the extent permitted by Kentucky law, the Board agrees to hold harmless the YMCA, its agents and employees from and against 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 discriminating against any student or employee in the performance of this agreement or against any applicant for employment because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability or limitations related to pregnancy, childbirth, or related medical conditions.
6. YMCA acknowledges that student data is confidential data and proprietary to the Board and agrees to protect the data from unauthorized disclosures and to comply with all applicable Board, Local, State and Federal confidentiality laws and regulations including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA"), the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act KRS 160.700 et seq; the Richard B. Russell National School Lunch Act, 42

U.S.C.1751 et seq; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq; the Personal Information Security and Breach Investigation Procedures and Practices Act KRS 61.931 et seq; and the Kentucky Open Records Act, KRS 61.870 to KRS 61.884.

7. YMCA acknowledges that any violation of this MOA and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the Board to immediately terminate this MOA.
8. The YMCA will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in participation with YMCA in the provision of services provided under this Agreement shall not base the content of the services upon any religious policies or procedure, shall not engage in any religious proselytizing or praying during the provision of the services; and shall not incorporate any religious symbols or references of any type in any resources or materials provided to the students as part of the services.
9. All employees, volunteers and contractors (including employees of contractors) of YMCA performing services on JCPS school premises under this Agreement are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
10. YMCA agrees to prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses except as provided in number 6 below:
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of

the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

11. The YMCA and the Board shall have responsibility for independent annual audits paid for by CEP and a general review at the end of the 2021-22 school year. The review shall include but not be limited to review of the program, supplies, building use and transportation costs. The Board will receive monthly financial reports of the program costs and receipts.
12. To offset the Board's expenses for the operation of the program, the YMCA will pay rent each month to the Board. For the 2021-2022 school year, the annual rent shall be a combination of fixed and variable expenses:
 - (A) \$70,000 fixed rent, plus
 - (B) \$244,160 variable rent, which will be adjusted in January 2022 based upon planned revenue growth. This adjustment will be determined by comparing the percentage change between (i) the total revenue the program earns during the 2021 YMCA fiscal year to (ii) the total revenue budgeted for the program in the 2022 YMCA fiscal year. In the event of an increasing revenue trend, the variable portion of rent will be increased by such percentage. In the event of a flat or declining revenue trend, the variable portion of rent will be held flat until the end of the contract term.

The total rent payment above shall be paid by the YMCA to the Board in twelve (12) monthly installments during the term of this agreement, on the 15th day of each month. In the event of an increasing revenue trend, the payment of the amount of the adjustment in the variable portion of rent will be divided equally among the six (6) monthly payments made during 2022.

8. Program philosophy, objectives, responsibilities, program ideas, and job descriptions found in the Childcare Enrichment Program Policy and Procedures Manual and mutually developed and agreed upon by the Board and the YMCA are made a part of this agreement by reference as though they were expressly rewritten and included herein.
9. Any amendments or modifications to this agreement shall be made in writing and signed by the parties.

10. This agreement shall be effective from July 1, 2021 through June 30, 2022

Approved:

Young Men's Christian Association
of Greater Louisville

Board of Education
Jefferson County, Kentucky



R. Stephen Tarver
President/CEO

Martin Pollio, Ed.D.
Superintendent