



Bullitt County Public Schools

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Shepherdsville, Kentucky 40165

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TO: Jesse Bacon, Superintendent *JB*
FROM: Patrick Durham, Director of Elementary Education *PD*
RE: 2021-2022 BCPS/YMCA Memorandum of Agreement
DATE: July 28, 2021

The attached memorandums of agreement, in order, are:

- 2021-2022 Bullitt County Public Schools and YMCA of Greater Louisville Before and After School Programs
- 2022 YMCA Summer Reading Loss Program at Lebanon Junction Elementary

The YMCA Before and After School Program memorandum of agreement details the agreed upon terms of the program as well as the specific sites utilized during the school year. The MOA additionally details the sites utilized during scheduled breaks (Fall, Winter, Spring, and Summer) in the school calendar.

The YMCA Summer Reading Loss Program at Lebanon Junction Elementary is funded by the YMCA. BCPS agrees to provide adequate and appropriate building space with collaboration between LJES administration, teachers, and YMCA staff as necessary/appropriate. The goal of this program is to provide additional educational opportunities for approximately 40 students during the summer to combat learning loss in literacy.

All

7/29/2021

Our mission is to inspire and equip our students to succeed in life

**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 1st day of August 2021, 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 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 states in the proposal attached hereto as Exhibit A, the content of which is be 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)
2020-2021 cost estimate - up to \$6000 (NES to/from SES, BES to/from FES, 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 site, 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, 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 the 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, 2021 through June 30, 2022 and renewable on a yearly basis.
10. Both parties agree that the YMCA will set a minimum 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

BULLITT COUNTY BOARD OF
EDUCATION
SHEPHERDSVILLE, KENTUCKY

Stephen Tarver
President/CEO

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. Ensure that the 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
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

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EXHIBIT C

In-Service, Snow Days, Spring Break, Christmas Break, and Summer 2021-2022

For the 2021-2022 school year the YMCA will host at the below sites:

Summer 2021: Old Mill, Overdale, Shepherdsville

Fall 2021-Winter 2022: Mt. Washington, Brooks, Roby

Spring Break 2022: Mt. Washington, Brooks, Roby

Summer 2022: Mt. Washington, Brooks, Roby, Pleasant Grove

*Pleasant Grove Elementary may be used as an East-end site for capacity reasons as well as the possibility as a standalone site.

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.

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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* (hereinafter "BCPS") enter into this Memorandum of Agreement (hereinafter "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 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 the 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 participants for the 2021-2022 academic year.
 - b. Relevant school behavior data for such Program participant for the 2021-2022 academic year
 - c. Grades and test scores for such Program participants for the 2021-2022 academic year.
 - d. Reading and test scores for such Program participants for the 2021-2022 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 © 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 the 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 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 the 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

YMCA

Signature

Signature

Name/Title (print)

Name/Title (print)

1040 Hwy 44E, Shepherdsville, KY 40165
Address

Address

502-869-8000 Jesse.Bacon@bullitt.kyschools.us
Phone and E-mail

Phone and E-mail

Identify name and title, address, phone and email address for the person(s) who are to receive notice for each party.

Duration of Agreement: Amendments

1. This MOA is effective on July 1st, 2021 and shall end on July 30th, 2022; 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 1st day of August 2021.

BCPS

Superintendent Signature

Jesse Bacon
Superintendent, BCPS

Director. Of Elementary Signature

Patrick Durham
Director Of Elementary Education

YMCA

President Signature

Stephen Tarver
President, YMCA of Greater Louisville