

GARRARD COUNTY SCHOOLS
and
LIL' RASCALS LEARNING CAMPUS
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) made and entered into this ____ day of _____, 2021, by and between the Board of Education of Garrard County, Kentucky, 322 West Maple Ave., Lancaster, Kentucky 40444 (hereinafter "Board") and Lil' Rascals Learning Campus, 141 Bryantsville Road, Lancaster, Kentucky 40444 (hereinafter "LRLC"), collectively "the Parties";

Whereas, the Board is a government agency operating public schools in Garrard County, Kentucky, and LRLC is a limited liability company duly registered and in good standing with the Kentucky Secretary of State providing child care services in Garrard County, Kentucky;

Whereas, the Parties recognize the need for an after school child care program at Camp Dick Robinson Elementary School to enable children of working families to participate in a variety of physical, cultural, educational and social activities under proper supervision; and

Whereas, the Parties desire to provide continuity of supervision and convenience and structure for parents and students;

Therefore, the Parties agree as follows:

1. LRLC agrees to provide:
 - a. an after school child care program at Camp Dick Robinson Elementary School for students enrolled at that school, from 2:45 p.m. until 6:00 p.m., Monday-Friday, on days school is in session for in-person instruction for the Garrard County Public Schools, which will include age-appropriate and developmentally appropriate opportunities for participating students to receive homework help/tutoring, playground/gym/gross motor skills time, and free play time;
 - b. staffing for the after school child care program, including all salary, benefits, and related monetary and personnel obligations;
 - c. supplies for the after school child care program and snacks for children participating in the program;
 - d. coordination with teachers, as needed, in order to provide tutoring help relating to any particular child;
 - e. a registration process for parents to sign their children up for the after school child care program;
 - f. transportation or a contingency plan in the event a student is not picked up by a parent or other caregiver at the end of a program day;
 - g. general liability insurance naming the Board and Camp Dick Robinson Elementary as additional insured, and proof of workers compensation insurance covering all LRLC employees assigned to the after school child care program;
 - h. background checks of all employees assigned to the after school child care program, including criminal history and child abuse/neglect checks consistent with

KRS 160.380 or any statutory provision applicable to programs operated under the Division of Regulated Child Care (DRCC), along with ongoing verification that current employees of LRLC remain eligible for employment without disqualifying arrests or convictions;

- i. CPR/First Aid training and certification of all employees assigned to the after school child care program;
 - j. proof of licensure by the DRCC;
 - k. compliance with all Kentucky child care regulations and other programmatic guidance issued by the DRCC, including as may be applicable during the COVID-19 pandemic;
 - l. compliance with all guidelines or rules set forth by Camp Dick Robinson Elementary or the Board relating to health and safety, including as may be applicable during the COVID-19 pandemic; and
 - m. compliance the requirements of Board Policy 05.31, with this MOA fulfilling the requirement of an application and contract for facility use under that policy.
2. The Board agrees to provide:
 - a. Facility space, to be determined in collaboration between LRLC personnel and the Principal of Camp Dick Robinson Elementary in relation to any school-sponsored after-school activities;
 - b. Utilities;
 - c. Maintenance; and
 - d. Communication support to provide information to parents of the availability of the after school child care program.
3. Liability: The LRLC assumes the liability for all activities conducted and supervised by LRLC staff and any volunteers or substitute staff which may be utilized by LRLC in operating the after school child care program. The LRLC 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 LRLC, its agents or employees operating under this MOA, that result in injury to persons, damage to property, or other loss arising from the performance of this agreement. To the extent permitted by Kentucky law, the Board agrees to hold harmless the LRLC, 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 operating under this MOA, that result in injury to persons, damage to property, or other loss arising from the performance of this agreement.
4. The LRLC and the Board agree to refrain from discriminating against any student, parent, employee or applicant on the basis 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.

5. The LRLC and Board mutually acknowledge the privacy and confidentiality of student information and records, and of personally identifiable information contained in student records, and agree to comply with all applicable rules, policies, regulations, and laws, whether federal or state, relating to student privacy.
6. LRLC acknowledges that any violations of this MOA will constitute just cause for the Board to terminate this MOA.
7. The LRLC acknowledges that programs and activities conducted on Board property may not include any religious content or procedures or any religious proselytizing activities, and agrees that it will not incorporate any religious activities or instruction into the after school child care program.
8. In exchange for the educational benefit to the Camp Dick Robinson Elementary School student body and community arising from the after school child care program, the Board waives any payment for facility use which may otherwise be required by Board Policy 05.3 and/or 05.31 and the administrative procedures thereunder.
9. Any amendments or modifications to this agreement shall be in writing and signed by the parties.
10. It is expressly agreed that the workers in the after school child care program will exclusively be the employees of LRLC, and that the relationship between the Board and the LRLC is entirely that of an independent contractor relationship.
11. This agreement shall be effect from the date it is fully executed by all parties through June 30, 2022, and may be extended for each subsequent school year for one-year terms running from July 1 to June 30, by mutual agreement of the parties.
12. Either party may cancel this agreement for convenience at any time upon thirty (30) days notice. If either party chooses not to renew the agreement beyond the conclusion of any school year term, that decision must be conveyed to the other party no later than June 30 preceding the upcoming school year.

Agreed:

Lil'Rascals Learning Campus, LLC

Board of Education of Garrard County

Crystal Justus

Board Chair

Tanah Leadingham

Board Secretary