

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Jesse Bacon, Superintendent
FROM: Patrick Durham, Director of Elementary Education PD
RE: 2023-2024 BCPS/YMCA Memorandum of Agreement
DATE: July 5, 2023

Presented for review and approval is the 2023-2024 Before/After School and Summer Programming Memorandum of Agreement between Bullitt County Public Schools and YMCA of Greater Louisville. YMCA has been a long-standing community partner of child care for our Communities. This program specifically supports our families' childcare needs during the school year and during summer break.

The YMCA Before/After School and Summer 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 MOA has been reviewed by Eric Farris of Dinsmore Law Group.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

MEMORANDUM OF AGREEMENT
BETWEEN
BULLITT COUNTY PUBLIC SCHOOLS
AND
THE YMCA OF GREATER LOUISVILLE

BEFORE AND AFTER SCHOOL PROGRAMS
2023-2024 School Year

This Memorandum of Agreement, made and entered this 1st day of July 2023, 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 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, including Site Directors, hired by the YMCA. The Board bears no responsibility or liability for payment or nonpayment of any such compensation to staff.
 - 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 (YMCA to pay for driver and mileage)
 - E. *Transport* (at additional cost to YMCA for site consolidation if needed)
2023-2024 cost estimate - up to \$6000 (example: 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 to the extent immunity may be waived pursuant to Kentucky law.
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. All student data shall be considered confidential and any release of

Information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA"). If the YMCA has access to personally identifiable education records, the YMCA shall not disclose them to anyone and upon the expiration of this Memorandum of Agreement, the YMCA shall destroy the records.

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/or 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, 2023, through June 30, 2024, 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



Stephen Tarver
President/CEO, YMCA

BULLITT COUNTY BOARD OF
EDUCATION
SHEPHERDSVILLE, KENTUCKY

Jesse Bacon
Superintendent, BCPS

**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**

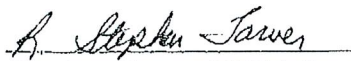
Children enrolled in Kindergarten through fifth grades at the following schools are eligible:

Brooks Elementary
Cedar Grove Elementary
Crossroads Elementary
Freedom Elementary
Lebanon Junction Elementary
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:

Bernhelm 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


Stephen Tarver, YMCA President/CEO

BULLITT COUNTY BOARD OF
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Jesse Bacon, BCPS Superintendent

EXHIBIT C

In-Service, Snow Days, Spring Break, Christmas Break, and Summer 2023-2024

For the 2023-2024 school year the YMCA will host at the below sites:

Summer 2023: Mt. Washington, Freedom, Roby, Pleasant Grove

Fall 2023-Winter 2024: Pleasant Grove, Overdale, Shepherdsville, Old Mill

Spring Break 2024: Pleasant Grove, Overdale, Shepherdsville, Old Mill

Summer 2023: Pleasant Grove, Overdale, Shepherdsville, Old Mill

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

*Sites may change due to enrollment or staffing. YMCA will communicate with families regarding site changes. 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.

Duration of Agreement: Amendments

1. This MOA is effective on July 1st, 2023 and shall end on June 30th, 2024; 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 July 2023.

Bullitt County Board of Education

Young Men's Christian Association of Greater Louisville

Superintendent Signature

Stephen Tarver

President Signature

Jesse Bacon

Superintendent, BCPS

Stephen Tarver

President, YMCA of Greater Louisville

Director. Of Elementary Signature

Patrick Durham

Director Of Elementary Education