



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

MEMO

TO: Jesse Bacon, Superintendent *JB*

FROM: Troy D. Wood, Chief Operations Officer *TW*

DATE: September 12, 2023

RE: 2023-2024 BCPS / YMCA
Before & After School Care for Bus Cancellations

Presented for review and approval is the 2023-2024 Before & After School Care for Bus Cancellations Memorandum of Agreement between the Bullitt County Public Schools and YMCA of Greater Louisville. This program will be available to families with cancelled bus routes from 7:00 a.m. – 5:30 p.m., Monday through Friday.

The YMCA Before & After School Care for Bus Cancellations memorandum of agreement details the agreed-upon terms of the program. The MOA has been reviewed by board attorney, Eric Farris.

Attachments:

- 2023-2024 BCPS/YMCA Before & After School Care For Bus Cancellations

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

**BEFORE AND AFTER SCHOOL CARE FOR BUS CANCELLATIONS
2023-2024 School Year**

This Memorandum of Agreement, made and entered this _____ day of _____ 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 families as a result of cancelled buses;

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 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, and C.
 - 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.
 - E. Monthly billing statements for before and after school care utilized by BCPS families as a result of cancelled buses.

- F. Mulch for elementary playgrounds on an as-needed, as requested basis. BCPS will contact the YMCA regarding needs at individual elementary schools. The YMCA will coordinate delivery, installation and payment.
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. Monthly payments to the YMCA at a daily rate of \$16.80 per student, not to exceed \$25,000.
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 child care services as a result of cancelled buses, 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.

Duration of Agreement: Amendments

1. This MOA is effective on _____ and shall end on _____; 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 _____ 2023.

Bullitt County Board of Education

**Young Men's Christian
Association of Greater Louisville**

Superintendent Signature

President Signature

Jesse Bacon

Superintendent, BCPS

Stephen Tarver

President, YMCA of Greater Louisville

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.

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 are eligible:

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

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

The YMCA will be available to families with cancelled bus routes from 7:00 am-5:30 pm Monday through Friday, unless otherwise communicated and agreed upon.

Both parties will abide by the Memorandum of Agreement for the Before and After School **CARE FOR BUS CANCELLATIONS.**