

JESSE BACON, SUPERINTENDENT

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

To: Jesse Bacon, Superintendent

From: Troy Wood, Chief Operations Officer

Date: 4/1/24

Re: YMCA MOA Summer Program

Presented for Board approval is an agreement between BCPS and The YMCA of Greater Louisville (YMCA). YMCA will provide summer programming to serve BCPS families.

Please contact me with any questions.

Troy D. Wood

Chief Operations Officer

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

SUMMER PROGRAMS Summer 2024

This Memorandum of Agreement, made and entered this 1st day of July 2024, 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 Summer 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 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 summer program.
 - F. Rent to be paid to the Bullitt County Board of Education as follows: \$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)
- 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. 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, 2024, through August 2nd, 2024.
- 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.

Duration of Agreement: Amendments

- 1. This MOA is effective on July 1, 2024 and shall end on August 2nd, 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.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER LOUISVILLE, KENTUCKY

BULLITT COUNTY BOARD OF EDUCATION SHEPHERDSVILLE, KENTUCKY

Gary Cobbs
President/CEO, YMCA

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 STUDENT ELIGIBILITY

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:

Bernheim Middle School

Bullitt Lick Middle School

Hebron Middle School/Zoneton Middle School

Mt. Washington Middle School/Eastside Middle School

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Gary Cobbs, YMCA President/CEO

Jesse Bacon, BCPS Superintendent



EXHIBIT C **SUMMER 2024 LOCATIONS**

YMCA Summer 2024 Host Sites: will host at the below sites:

Summer 2024: 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. Those sites will be chosen in coordination with BCPS.

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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Entered into this 1st day of July 2024.

Bullitt County Board of Education

Superintendent Signature

Jesse Bacon

Superintendent, BCPS

Young Men's Christian Association of Greater Louisville

President Signature

Gary Cobbs

President/CEO, YMCA of Greater

Louisville

Director. Of Elementary Signature

Patrick Durham

Director Of Elementary Education