

BELTON ISD AND ARMED SERVICES YMCA

CHILDCARE AGREEMENT

2025-2026

This agreement is made the 23rd day of July 2025, by and between Belton Independent School District (BISD) and the Armed Services YMCA Killeen (ASYMCA) for the purposes,

WHEREAS, a need has been identified in the BISD for a day care program; and

WHEREAS, the ASYMCA has proposed a method of fulfilling that needs; and

WHEREAS, students and parents in the BISD would benefit from such a day care program;

NOW THEREFORE, the BISD and the ASYMCA agree as follows:

I. PROGRAM

- A. The ASYMCA shall sponsor, conduct and provide, and the BISD shall allow and cooperate in the provisions of a Before School/After School and Summer Camp Childcare programs at specified BISD Elementary Facilities.
- B. Before/After School Care/Summer Camp: In consideration for the ASYMCA's provision of the services, the BISD hereby waives all fees from the ASYMCA during the times the Before/After School Childcare and Summer Camp programs are conducted at the BISD Facilities.

II. HOURS/DATES/LOCATIONS

- A. After-School Care 2025-2026: The After-School Day Care program shall be conducted at the following BISD facilities: Sparta Elementary, Chisholm Elementary and Southwest Elementary each school day between the time that school is dismissed and 6:00pm. The program shall continue until 6:30pm each day if five (5) or more children are at a facility.
- B. Before-School Care 2025-2026: The Before-School Day Care program shall be conducted at the following BISD campuses: Sparta Elementary, Chisholm Elementary and Southwest Elementary each school day between 6:00am and the time that school begins.
- C. Summer Camp 2026: One Belton ISD school site will need to be determined no later than January 31, 2026 in order to provide families with ample opportunity to plan and register for the summer. Summer Camp Hours of operation 6am-6:30pm Monday-Friday excluding holidays.

- D. The ASYMCA shall be responsible for securing all areas used at each facility at closing each day that the day care program is held at a BISD facility.
- E. The ASYMCA shall provide the following equipment, services, and/or facilities, if necessary:
 - 1. Movable storage unit (s)
 - 2. Custodial Services
 - 3. Building Security
- F. The BISD shall designate an area in each facility for the placement of the ASYMCA provided equipment and/or facilities.
- G. Before/After School Dates of Service: August 12, 2025-May 20, 2026. Please note: ASYMCA staff will need access to approved sites on August 11, 2025, to set up for service and will need access to approved sites on May 21, 2026, to close out services for the school year.
- H. 2026 Summer Camp Dates of Service: May 26, 2026-August 7, 2026, unless the future approved 26-27 Belton ISD School Calendar reflects otherwise.

III. HOLIDAYS

Programs sponsored and conducted for the day care program participants during school holidays and during the summer months shall be held at locations other than the BISD facilities unless previously scheduled and approved by the campus principal or designee.

IV. CHILD CARE FEE

- A. The ASYMCA shall be responsible for the cost, charge or collection of any fees for participation in the ASYMCA childcare programs and shall be responsible for the granting or denial of full or partial fee waivers.
- B. The BISD shall not be responsible for the cost, charge or collection of any fees for participation in the childcare program, nor shall the BISD be responsible for the granting or denial of full or partial fee waivers.

V. AVAILABLE SPACE

- A. The spaces to be used by the ASYMCA for providing childcare services shall be as agreed to by the ASYMCA and the Principal at each facility. If the ASYMCA and the facility Principal are unable to agree, the Principal shall determine the space to be used by the ASYMCA, provided however, the following areas of the specified BISD facilities shall be included in the space made available to the ASYMA during the program hours of the childcare program:
 - 1. Outdoor Play Area
 - 2. Indoor program area which shall include space for table activities and interest centers
 - 3. Restroom Facilities

4. Water Fountains
5. Storage Space (if available)
6. Telephone Line Access (to be paid by the ASYMCA)
7. Flow Area between Above-Specified Spaces

B. The BISD reserves the right to utilize the foregoing areas, for either school purposes or for other childcare programs and the ASYMCA understands that this agreement does not constitute an exclusive license to the ASYMCA for the use of said areas.

C. The ASYMCA shall be responsible for keeping the available areas in a neat and orderly condition, and shall replace, at the expense of the ASYMCA, any damaged equipment or any damage to a BISD facility because of the negligence of the ASYMCA.

D. The ASYMCA shall be responsible for securing all areas used at each facility at closing each day that the childcare program is held at a BISD facility.

E. The ASYMCA shall provide the following equipment, services, and/or facilities, if necessary:

1. Moveable Storage Unit (s)
2. Custodial Services
3. Building Security

F. The BISD shall designate an area in each facility for the placement of the ASYMCA provided equipment and/or supplies

VI. COSTS

- A. The ASYMCA shall bear all costs associated with initiation and provision of the day care program, including, without limitation, the cost of obtaining necessary licenses, materials and staff.
- B. The ASYMCA shall pay for the installation of an additional telephone jack at each facility and shall provide a telephone to be used only at the direction of the ASYMCA. The location of the telephone jack at each facility shall be designated by the Principal at each facility.

VII. STANDARDS AND LICENSING

Each day care program at each specified site shall be licensed the Texas Department of Protective Services (TDPRS) as a licensed day care center. The ASYMCA shall initiate and proceed with the application process and all other procedures necessary to obtain licensing by the TDPRS. The Principal of each BISD facility participating in the day care program shall cooperate with the ASYMCA in the licensing process by providing documents and information necessary to secure licensing. The ASYMCA shall adhere to all licensing requirements and regulations. In accordance with Senate Bill 9, all employees of the ASYMCA are required to submit to a national criminal background fingerprint check prior to employment.

VIII. STUDENTS

A. PARTICIPATION

- 1. Each student participating in the day care program shall participate at the BISD facility at which the student normally attends school, unless specifically designated otherwise. The BISD shall not be responsible for transporting participating students from on BISD facility to another BISD facility.**
- 2. The number of students permitted to participate in the day care program at each facility may be limited by the TDPRS licensed space allotted. Access to the day care program shall in no event be denied because of race, color, sex, national origin, or handicapping condition.**
- 3. Each student's participation in the day care program shall be completely voluntary. Neither the BISD nor the ASYMCA shall coerce parents or students to participate in the program.**

B. DAILY RESPONSIBILITIES

- 1. The ASYMCA shall take complete charge of the students participating in the program upon the students' arrival at the day care area.**
- 2. The ASYMCA shall abide by and shall enforce standard school rules, including, without limitation, rules requiring walking in the halls and keeping the facilities clean. The ASYMCA shall also establish rules for behavior for students participating in the day care program.**
- 3. The ASYMCA shall take attendance each day of the program**
- 4. The ASYMCA shall keep all students participating in the day care program in the areas designated unless such students are accompanied by staff.**

IX. PROMOTION AND PUBLIC RELATIONS

- A. The ASYMCA shall be responsible for promoting the day care program and recruiting students to participate in the program. The BISD shall assist the ASYMCA by allowing information to be distributed through the schools. All distributed information shall specify that the BISD is neither sponsoring nor operating the program and that the BISD is not responsible for the care of the treatment of the students participating in the program.**
- B. The ASYMCA shall contact parents of students as necessary and shall encourage parent involvement.**
- C. The ASYMCA shall hold conferences with each Principal on a regular basis to discuss the progress, success and any problems in the program.**

X. STAFF

Training, supervision and compensation of all staff participating in the ASYMCA program shall be the sole responsibility of the ASYMCA.

XI. INSURANCE AND INDEMNIFICATION

A. During the term of the Agreement, and any extensions thereof, the ASYMCA shall maintain comprehensive general liability insurance in the amount of two million dollars (\$2,000,000). Prior to the initiation of the daycare program, the ASYMCA shall furnish the BISD with a valid current certificate of insurance evidencing the above by a company or companies with a rating of not less than B+ in the last available Best Rating Guide. All such policies shall include clauses whereby each underwriter agrees to waive its rights of subrogation against the BISD. The limits of liability shown for each type of insurance coverage to be provided by the ASYMCA pursuant hereto shall not be deemed to constitute a limitation of the ASYMCA's liability for claims hereunder or otherwise.

B. To the fullest extent permitted by law, the ASYMCA shall indemnify, defend and hold harmless the BISD, its' trustees, officers, employees, representatives and agents from and against all suits, demands, claims, causes of action, damages, losses, costs and expenses (including legal fees and court costs) caused by, resulting from, arising out of injury or death to employees, students, or other persons, even though such loss, cost, damage, injury, claim, demand, suit or expense may be attributable to the joint, concurrent, comparative, or contributory negligence of any party indemnified hereby. The liability of the ASYMCA, its agents, servants, employees or sub-contractors hereunder, shall not be limited to any minimum insurance limits set forth in the agreement. The BISD may, at its option, participate in the defense of such a claim or suit without relieving the ASYMCA of any obligation hereunder. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person described in this paragraph.

XII. BELTON ISD EMPLOYEE DISCOUNT

A. District Employee Discount: During the Term of this Agreement, ASYMCA shall offer a discount of thirty percent (30%) to current District employees for ASYMCA membership, childcare, camps, and all other programs including but not limited to swim lessons, sports, and STEM classes.

XIII. TERM OF AGREEMENT

This agreement shall begin on the day set forth above and shall expire on the last day of 2026 Summer Camp, at which time the parties may extend or renegotiate the agreement by mutual consent.

XIV. MODIFICATION

This agreement may be modified by written approval of the Belton Independent School District Board of Trustees, or its designee.

XV. ENTIRE AGREEMENT

This document is the Final Agreement of the parties hereto. There are no representatives or promises between the parties other than those set out herein.

XVI. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XVII. MULTIPLE ORIGINALS

This Agreement may be executed in several identical counter parts, each of which shall be deemed an original for all purposes.

XVIII. AUTHORITY


The undersigned warrants that he or she is duly authorized to execute this Agreement on behalf of the entity named.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates stated.

BELTON INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Dr. Malinda Golden, Superintendent

ARMED SERVICES YMCA KILLEEN

By:  _____ Date: 7-23-25
Sheri Yerrington, Executive Director