

YMCA AFTER SCHOOL CHILD CARE AGREEMENT  
YMCA of Central Texas: Belton Independent School District  
2026-2029

This Agreement is made by and between the Belton Independent School District ("BISD") and the YMCA of Central Texas ("YMCA") for the purposes, mutual promises, and consideration expressed herein.

WHEREAS a continuing need has been identified in the Belton Independent School District for an after school program and a summer day camp program; and

WHEREAS the Young Men's Christian Association is a nationally recognized leader in the provision of childcare programs, athletic programs and management of recreational facilities; and

WHEREAS the YMCA conducts an after school program / summer day camp-program, has current facilities to host outdoor and environmental educational programs; and

WHEREAS students and parents in BISD would benefit from such a community partnership.

NOW THEREFORE, BISD and YMCA agree as follows:

**1. After School Program ("After Hours Program"):**

a. YMCA shall sponsor, conduct, and provide, and BISD shall allow and cooperate in provision of an After-Hours Program at select BISD elementary schools. The After-Hours Program shall start each year on the First Day of School as that term is herein defined and end on the last day of Summer Day Camp as that term is herein defined. The "First Day of School" is defined as the first day of regular student attendance at BISD. The "Last Day of Summer Day Camp" is defined as the last Friday of the final week of July.

**2. After Hours Program – Locations:** BISD elementary campuses shall be made available to the YMCA for conduct of the After-Hours Program on the above referenced days at the following locations: **Chislom, Sparta, Southwest, BECS and Hubbard**. The parties agree other sites could be made available as new Elementary Schools are opened during the term of this contract.

3. **After Hours Program - Hours:** The After-Hours Program shall be conducted each regular school day from the time that school is dismissed until 6:00 p.m.

4. **After Hours Program - Fees:** The After-Hours facility usage fees shall be as follows:

- The YMCA agrees to pay BISD 10% of total participant fees earned pertaining to the After-Hours program per month.

ISD Employees receiving a discount shall not be counted when calculating payments due. Partial month fees will be calculated if applicable.

*\* Fees may increase pending final decisions by the Board of Trustees regarding the BISD budget, particularly as those decisions impact facility use fees in conjunction with Chapter 41 reductions and increased revenues.*

**5. All Day Out Program for BISD Staff Development:** The YMCA shall conduct a full day program like the After-Hours Program on weekdays during the regular school year when school is not in session due to professional development training days. The full day program shall be conducted on staff development and preparation dates from 7:00 a.m. – 6:00 p.m. Specific dates will be designated by BISD at the time the BISD School Calendar is adopted.

BISD facilities are not available for use on the following dates, due to district and custodial holidays as well as YMCA recognized holidays:

- Labor Day
- Thanksgiving Break
- \*\*Winter Break/Spring Break
- December 25<sup>th</sup>
- January 1st
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- 4<sup>th</sup> of July

**\*\* Exception:** *The YMCA will use one school site during Spring Break and Winter Break (Monday – Friday). Such sites will be determined 60 days prior to both breaks. BISD facilities are not available for use: December 24 & 31, when applicable.*

**6. Camp Programs (“Summer Camp”):**

- a. The YMCA shall conduct camp during Spring Break and the summer months when school is not in session. Camp program will start on the first day of Spring Break and the “First Day of Summer Break” and shall end on the last full week in July prior to the “First Day of School”. (See Exhibit A for District Calendar)

**7. Camp - Locations:** BISD facilities shall be made available to conduct Camp. The specific sites will be determined based on BISD maintenance schedules and number of students participating in the camp program. A minimum of one school site will be identified by February 1 of each year.

BISD will coordinate with the YMCA to guarantee that facility access is available during the break for BISD including air conditioning and emergency contacts.

8. **Summer Camp – Facility Usage Fees:** The fees for the Summer Camp shall be as follows.

The YMCA agrees to pay BISD 10% of total participant fees for use of BISD facilities for Summer Day Camp. Partial month fees will be prorated. ISD families receiving a discount shall not be counted when calculating payments due.

*— Fees may increase pending final decisions by the Board of Trustees regarding the budget, particularly as those decisions impact facility use fees in conjunction with Chapter 41 reductions and increased revenues.*

9. **Program Fees to Participants: Program** fees shall be determined by the YMCA with the approval of BISD administrative personnel in March of each year for the following school year such approval to not be unreasonably withheld. The YMCA shall be responsible for billing and collection of fees from parents of children enrolled in the After-Hours Program. Upon receipt of sufficient proof of financial need, YMCA may waive all or a portion of the established fee for any program participant. The availability to a program participant of such a full or partial fee waiver shall be based on the availability of subsidies from other sources. The YMCA shall strive to provide access to the After-Hours Program regardless of a participant's ability to pay.

BISD employees will be charged a discounted rate for all regular After Hours Program fees and programs. A current pay stub or ID badge must be shown to receive the discounted rate.

**10.Available Space: The** spaces to be used by the YMCA for provision of the programs, at the specified BISD facilities, must be available on a daily basis and will include: an outdoor play area, indoor program area including gym and cafeteria, restroom facilities, water fountains, storage area, and flow areas between the foregoing spaces. YMCA shall be responsible for keeping the available areas in a neat and orderly condition and shall repair or replace at the expense of the YMCA any damaged or missing equipment or damage to the facility, resulting from any negligence of the YMCA. YMCA shall be responsible for securing all areas used at each facility at the close of each program day.

BISD and YMCA understand and agree that other uses of the cafeteria and/or gym may preempt the YMCA's scheduled use of the facilities, and BISD agrees to give as much notification as possible to the YMCA of such events except in case of emergencies, or other unforeseen events.

**11.Costs: YMCA** shall bear all costs associated with initiation and provision of the After-Hours Program and Camp. YMCA shall specifically bear all costs associated with licensing, staffing, and operating the programs.

**12.Standards and Licensing: The** After-Hours Program shall be licensed by the Texas Department of Protective and Family Regulatory Services, or any successor agency, as a licensed day care center at each specific campus in which the program operates. YMCA shall secure a required license prior to operation of program at any school and shall conduct program in such a manner as to comply with on-going requirements of licensure. The Principal at each BISD facility covered by this Agreement shall cooperate with YMCA in the licensing process by providing such documents and information as may be required to obtain and maintain licensing. Any expense, modifications or other actions required to be taken to receive or comply with any required license shall be taken at the expense of the YMCA and only after permission of the principal at the school involved.

Note: The YMCA in agreement with BISD will have at least TWO staff on site during programming time each day of both After Care and Day Camp. The YMCA will at NO time operate a program on a BISD campus with one staff member and at no time may a YMCA staff member be alone with a child.

**13.Students:** The After Hours Program shall be available to all students regardless of race, color, sex, national origin, or religion, and all reasonable efforts shall be made to accommodate special needs students who are mainstreamed. Students will be enrolled at the school where they attend, with the exception of any supplemental program sites and on professional development training days or holidays when sites will be combined. Enrollment may be limited by licensed capacity, space available at each school, and YMCA staffing levels.

YMCA shall take complete charge of the students participating in the program upon the students' arrival at the designated day care area, and shall abide by and enforce standard school rules, including, without limitation, rules requiring walking in the halls, keeping school property unmarred and the facility clean. The YMCA shall also establish rules for behavior for students participating in the After-Hours Program.

14. **Program Planning / Training:** The YMCA director shall visit each campus site at least once a week for the purpose of observing the program in place to ensure that the safety and security needs of the children in the program are being met and that the program is proceeding in an orderly fashion.

Students shall be provided with appropriate quiet time daily for homework. All groups will have time allocated for additional instructional enrichment. YMCA staff will always incorporate character education consistent with the campus where located into their programs. Staff should know and ensure that students in the YMCA program adhere to campus behavioral rules and expectations. Staff should always treat students respectfully and be sensitive to cultural differences.

Curriculum shall be posted and followed by YMCA staff members and Principals shall be given a copy of the curriculum two (2) weeks in advance upon request.

15. **Promotion and Public Relations:** YMCA shall be responsible for the promotion of the After-Hours Program. BISD shall assist by allowing information to be distributed through the schools. YMCA shall monitor program quality by regularly meeting with principals encouraging parental involvement and conducting an annual evaluation.
16. **Staff: Recruiting,** hiring, training, supervision and compensation of staff for the After-Hours Program and Day Camp shall be the sole responsibility of the YMCA.
17. **Insurance:** During the term of this Agreement and any extension thereof, YMCA shall maintain comprehensive general liability insurance coverage in the amount of two million dollars (\$2,000,000). All insurance shall be with companies acceptable to BISD and shall name BISD, its trustees, officers, employees and agents as additionally named insured.
18. **Effective Date and Term of Agreement:** This Agreement shall become effective on the date signed by both parties. This Agreement shall be for a term of three (3) years. This Agreement commences on August 8, 2026, and ends on the Last Day of Summer Day Camp for school year 2028-2029. Commencing March 1, 2027, BISD may give YMCA notice at any time prior to the following First Day of School of intent to terminate this Agreement, and the Agreement will terminate on the Last Day of Summer Day Camp which occurs 12 months after the BISD notice of termination.

In the event BISD does not give notice prior to the First Day of School as provided herein, the parties shall have elected to extend this Agreement for one (1) additional year for both the After Hours Program and Summer Camp with the extension term to end on the day prior to the First Day of School at the end of the extension year.

19. **Meeting to Discuss and Negotiate Modifications:** The parties agree that they will meet each March during the term of this Agreement to discuss modifications to the Agreement, potential extensions and other matters as may be necessary to coordinate the programs provided in this Agreement.
20. **Termination for Cause:** BISD may terminate the agreement for good cause; BISD shall give written notice of YMCA failure to perform according to the terms of this agreement. If such failures are not cured by the 90<sup>th</sup> day from the date of written notice the agreement may be terminated.
21. **Modifications:** This Agreement may be modified by written addenda with the approval of the Belton Independent School District Board of Trustees, or its designees, and the YMCA of Central Texas, Board of Directors or its designee.

22. **Entire Agreement:** This document is the Final Agreement of the parties hereto and replaces and supersedes all previous Agreements. There are no representations or promises between the parties other than those set out herein.
23. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

25. **Multiple Originals:** This Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

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

27. **Indemnity and Release:** The YMCA hereby waives, releases and discharges BISD, its trustees, officers and employees, from any claim, demand or cause of action arising out of this Agreement or any activity undertaken pursuant to this Agreement. The YMCA further indemnifies and holds harmless BISD, its trustees, officers and employees from any and all claims for loss, damage, injury or death, including claims for attorney's fees and cost of court, sustained by any person, or for any damages to property, arising out of the activities described in this Agreement or arising out of the use of BISD buildings and facilities as contemplated by this Agreement.

28. **Training of Personnel:** YMCA will provide staffs that are fully trained, properly supervised, and competent to perform childcare duties as contemplated to be provided by YMCA under this Agreement. YMCA shall be solely responsible for the provision of trained personnel and for supervision of such personnel. YMCA Staff will be trained and required to follow BISD Campus Visitor Requirements (signing in via raptor). YMCA Staff will also be trained and required to ensure that pre-camp and pre-school year setup will not interfere with campus preparations, activities, or cleaning. BISD, its trustees, officers and employees shall have no responsibility for supervision of such personnel provided by YMCA or for supervision of children participating in the programs offered by the YMCA.

29. **Prior Agreement:** This revised Agreement replaces all prior agreements between the YMCA and BISD. However, all prior agreements shall continue for the following purposes:

- a. Through August 7, 2026.
- b. For purposes of indemnity and hold harmless agreements, the prior Agreement shall continue as to any occurrence during the term of the prior Agreement.
- c. The prior Agreement shall continue to govern any prior claims by any party to the prior Agreement regarding breach of the Agreement or damages which are the obligation of a party, and which are the result of occurrences occurring on or prior to August 7, 2026.
- d. The prior Agreement shall continue in force with regard to any claims BISD may have regarding any insurance provided, or required to be provided, by YMCA.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**BELTON INDEPENDENT SCHOOL DISTRICT**

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Dr. Malinda Golden, Superintendent

Date

**YMCA OF Central Texas**

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Jeff Andresen, President/CEO

Date