

YMCA AFTER SCHOOL CHILD CARE PROGRAM AGREEMENT
YMCA of Central Texas: Belton Independent School District

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 day care program, enrichment courses, and 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 day care program, an enrichment course instruction, and has facilities to host outdoor and environmental educational programs; and

WHEREAS students (also known as "participants") and parents/guardians in BISD would benefit from such a community partnership.

NOW THEREFORE, BISD and YMCA agree as follows:

1) Term of Agreement and Modifications:

- a) This Agreement shall become effective on the date signed by both parties. This Agreement shall be for a term of one (1) year.
- b) This Agreement commences on August 1st, 2025 and ends on the Last Day of Summer Day Camp for school year 2025-2026.
- c) Modifications to the Agreement.
 - i) This Agreement may be modified by written addendum with the approval of both parties.
 - ii) Either party reserves the right to propose changes in the contract language and/or fees, After Hours Care and related facility fees, at least sixty (60) days prior to any extension term of this agreement.
 - iii) Discussion of proposed changes shall be considered by the receiving party in good faith and in the best interest of the students and associated programs.
- d) Termination for Cause.
 - i) BISD may terminate the agreement for good cause.
 - ii) BISD shall give written notice of YMCA failure to perform according to the terms of this agreement.
 - iii) If such failures are not cured by the 90th day from the date of written notice the agreement may be terminated.

2) After Hours School Day Care Program ("After Hours Program"):

After Hours Program.

- i) YMCA shall sponsor, conduct, and provide, and BISD shall allow and cooperate in provision of an After School Program at BISD elementary schools located in Belton City Limits.
- ii) The After Hours Program shall be conducted each regular school day from the time that school is dismissed until 6:00 p.m.
- iii) 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 the school year as that term is herein defined.
- iv) The "First Day of School" is defined as the first day of regular student attendance at BISD.
- v) The "Last Day of School" is defined as the last day of regular student attendance at BISD.
- vi) An BISD calendar for the current year shall be attached and replaced as appropriate, as Exhibit A to this Agreement.

3) Summer Camps Programs ("Summer Camp"):

The YMCA and BISD agree that the YMCA will conduct a summer day camp at one campus designated by BISD administration each summer during the term of this agreement. YMCA understands that facility maintenance and other extenuating circumstances will determine the campus location. BISD agrees to notify YMCA of selected summer camp location by early spring for the YMCA purposes of marketing and promotion.

4) All Day Out Program for BISD Staff Development/Prep Days:

- a) The YMCA shall conduct a full day program similar to the After Hours Program on weekdays during the regular school year when school is not in session due to professional development training days.
- b) The all day out program shall be conducted on staff development and preparation dates from 7:00 a.m. – 6:00 p.m.
- c) Specific dates will be designated by BISD at the time the BISD School Calendar is adopted.
- d) There will be no additional cost to the participants for these days.

- e) BISD facilities are not available for use on the following dates, due to district and custodial holidays as well as YMCA recognized holidays:
 - i) Labor Day
 - ii) Thanksgiving Break
 - iii) Winter Break (see exception below)
 - iv) Good Friday
 - v) Memorial Day
- f) Exception for Winter Break.
 - i) The YMCA will use a designated school site during the Winter Break (Monday – Friday). The site will be determined 60 days prior to the Winter Break.
 - ii) BISD facilities not available for use: December 24 & 31, when applicable.

5) **Available Space:**

- a) 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:
 - i) An outdoor play area,
 - ii) Indoor program area including gym and cafeteria,
 - iii) restroom facilities,
 - iv) water fountains, and
 - v) storage area.
- b) YMCA shall be respectful of all facilities and campus staff, and such, 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, including damaged or lost staff personal items, resulting from any negligence of the YMCA.
- c) YMCA shall be responsible for securing all areas used at each facility at the close of each program day.
- d) BISD and YMCA understand and agree that BISD's use 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.
- e) At the campus Principal's request, the YMCA shall defer use of said area(s) to the district for school programs or events.
- f) The principal must directly authorize any use by other school groups of the spaces that have been assigned to the YMCA.
- g) The YMCA agrees to notify the Campus Activities department of any such accommodations.
- h) The YMCA will not allow other non-school groups to use space rented by the YMCA for afterschool childcare or programming without direct approval from the Campus Activities department.

6) **Program Campuses:**

- a) Campus Relations. The YMCA administrator(s) should and will conduct regular meeting with principals to ensure the program is functioning as expected.
- b) Locations:
- c) The following BISD facilities shall be available to the YMCA for conduct of the After Hours Program during the above referenced dates.

Belton Early Childhood School

- d) The parties agree other sites will potentially be made available if the YMCA successfully meets the needs of BISD and BISD desires to further extend the partnership with the YMCA in the future.

7) **Program Fees Paid by the YMCA to BISD:**

- a) Facility Use Fees. YMCA agrees to pay BISD \$20 per student per month for the right to operate the afterschool program. YMCA asks that students receiving financial assistance from the YMCA and CCS students be exempted from facility use fees. YMCA agrees to send an invoice at the end of each program month to BISD along with a current afterschool roster. YMCA further agrees to pay BISD facility use fees within 15 business days after the close of each program month.
- b) Subsidized Tuition and Scholarship Program. The YMCA agrees to work with BISD and the campuses in good faith to ensure all students have access to the program through subsidies and/or scholarships based on socio-economic status.

- c) Summer Camp Program. YMCA agrees to pay \$200 per day for campus use for the summer camp program. YMCA agrees to invoice BISD at the end of each program month. YMCA further agrees to pay BISD summer camp facility use fees within 15 business day after the close of each summer camp program month.
- 8) **Program Fees Charged to Participants by the YMCA:**
- a) Program fees shall be determined by the YMCA with the approval of BISD administrative personnel in March of each year that an agreement is in place for the following school year.
 - b) The Program Fees for the 2025-2026 school year will be:
 - i) \$65 per week.
 - c) BISD Employees.
 - i) BISD full-time employees shall pay a discounted fee per participant for After Hours Care and Summer Camp.
 - ii) The Program Fees for the 2025-2026 school year will be:
BISD staff: \$35 per week.
 - iii) BISD full time employees will need to produce proof of employment to the YMCA, such as an ID badge or pay stub to receive discounted rate.
 - d) YMCA is solely responsible for billing and collection of fees from parents of children enrolled in any of the programs.
 - e) Financial Need of a Participant.
 - i) The YMCA shall strive to provide access to the After Hours Program, Enrichment Courses, and Summer Camp regardless of a participant's ability to pay.
 - ii) YMCA may waive all or a portion of the established fee for any program participant upon receipt of sufficient proof of financial need.
 - iii) The availability to a program participant of such a full or partial fee waiver may be based on the availability of subsidies from other sources.
- 9) **Program Operational Costs:**
- a) YMCA shall bear all costs associated with initiation and provision of the After Hours Program and Summer Camp.
 - b) YMCA shall specifically bear all costs associated with licensing, staffing and operating the programs.
- 10) **Standards and Licensing:**
- a) 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.
 - b) YMCA shall secure 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.
 - c) 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.
 - d) 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.
- 11) **Students/Participants:**
- a) 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 children who are mainstreamed.
 - b) 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 may be combined. Enrollment may be limited by licensed capacity, space available at each school, and YMCA staffing levels.
 - c) YMCA shall take complete charge of the students participating in the program upon the student's arrival at the designated day care or Summer Camp 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.
 - d) YMCA shall also establish rules for behavior for students participating in the After Hours Program, and Summer Camps and will be responsible for any appropriate actions related to the behavior, not the campus staff.
- 12) **Program Planning / Training:**
- a) The YMCA director shall visit each campus site a minimum of 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.
 - b) Students shall be provided 30 to 45 minutes of quiet time daily for homework, when appropriate.

- c) All groups will have time allocated for additional instructional enrichment as needed.
- d) YMCA staff, will at all times, incorporate character education consistent with the campus where located into their programs.
- e) Curriculum.
 - i) Curriculum shall be posted and sent to campus principals and YMCA After Hours Program families a minimum of one (1) week prior to the date the curriculum will be presented to the students.
 - ii) A month-at-a-glance schedule, including but not limited to an overview of the daily schedule and activities should be included in the schedule each week.

13) Parental Survey:

- a) Parental Survey.
 - i) YMCA shall monitor program quality by encouraging parental involvement and conducting a semi-annual survey evaluation via an electronic survey.
 - ii) The YMCA will provide the complete results of a semi-annual survey by November 1st and May 1st each school year within 1 day of the survey completion to BISD administrators.
 - iii) The YMCA will provide a draft of the survey to the District representative.
 - iv) BISD agrees to evaluate the survey and meet with the YMCA leadership within twenty (20) business days to determine any potential changes to the program.
 - v) At any time, BISD may choose to survey the parents for the district's own purposes, and the YMCA shall provide the BISD representative a contact email list of the current participants upon request.

14) Promotion and Public Relations:

- a) YMCA shall be responsible for promoting all available programs.
- b) BISD shall assist by allowing information to be distributed through the schools' current communication software program, when applicable.

15) Program Staff:

- a) Recruiting, hiring, training, supervision and compensation of staff for the After Hours Program, Summer Camp and Staff Development Day Care shall be the sole responsibility of the YMCA.
- b) Staff should know and ensure that students in the YMCA program adhere to campus behavioral rules and expectations.
- c) Staff shall treat students respectfully at all times and be sensitive to cultural differences.
- d) Staff shall never raise their voice in admonishment of any child, and such action may result in disciplinary action by the YMCA leadership team up to and including removal from the program.
- e) Background Checks and Fingerprinting of Employees.
 - i) The YMCA affirms they will accept full responsibility for adhering to any criminal history requirements under Texas state law, including but not limited to Texas Education Code Section 22.0834 and BISD policy CJA (LEGAL) and CJA (LOCAL).
- f) At no time shall the YMCA's employee's, agents or subcontractors have unsupervised contact with students unless the individual has been fingerprinted and cleared for that level of access to the student.
- g) Training of Personnel.
 - i) YMCA will provide staff 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.
 - ii) BISD shall have no responsibility for supervision of such personnel provided by YMCA or for supervision of children participating in the day care programs offered by the YMCA.

16) Insurance:

- a) 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).
- b) All insurance shall be with companies acceptable to BISD and shall name BISD, its trustees, officers, employees and agents as additional named insured.

17) Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

18) 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.

19) **Entire Agreement:**

- a) This document is based on the YMCA response to the BISD Request and the negotiations performed prior to execution of this agreement.
- b) The Final Agreement of the parties hereto and replaces and supersedes all previous Agreements unless this agreement is silent.
- c) There are no representations or promises between the parties other than those set out herein and in the YMCA response to the Request for Proposal.

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

IN WITNESS WHEREOF, the parties hereto have made and executed per the last signature and date of this Agreement.

BELTON INDEPENDENT SCHOOL DISTRICT

YMCA OF CENTRAL TEXAS

Dr. Melinda Golden, Superintendent or Designee

Jeff Andresen, President/CEO, or Designee

Date

Date