

MEMORANDUM OF UNDERSTANDING

Between Tipton Community School Corporation and the Boys & Girls Club of Tipton County

Latch Key Program and Student Transportation Support

This Memorandum of Understanding (“MOU”) is entered into by and between Tipton Community School Corporation (“TCSC”) and the Boys & Girls Club of Tipton County (“Club”). TCSC and the Club may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, TCSC is the duly authorized public school corporation serving students in Cicero, Jefferson, and Madison Townships, Tipton County, Indiana;

WHEREAS, the Club is a nonprofit youth-serving organization that provides after-school programming and school-age child care services to children and families in Tipton County;

WHEREAS, Indiana Code 20-26-5-2 addresses school-age child care programs commonly referred to as latch key programs;

WHEREAS, the Club operates an after-school program at the C.W. Mount Community Center / Boys & Girls Club facility located in Tipton, Indiana;

WHEREAS, the Club’s after-school program is available to TCSC students in kindergarten through grade 8, subject to Club registration procedures, family payment of applicable fees, and reasonable program expectations;

WHEREAS, TCSC desires to support access to after-school child care by providing transportation from TCSC schools to the Club at the conclusion of the school day;

WHEREAS, the Club is responsible for operating the after-school program, registering participating families, collecting applicable fees, supervising students after arrival at the Club, and communicating with TCSC regarding student transportation, safety, and discipline-related matters;

WHEREAS, TCSC and the Club desire to define their respective roles and responsibilities in writing, including the point at which supervision transfers from TCSC to the Club;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE I: PURPOSE

The purpose of this MOU is to establish the working relationship between TCSC and the Club related to the Club’s after-school latch key program and TCSC’s transportation of participating students to the Club.

This MOU is intended to:

1. Document the Club’s role as TCSC’s latch key partner;
2. Confirm that the Club operates the after-school program at its own facility;
3. Clarify that TCSC provides transportation to the Club as a support service;
4. Define supervision, communication, discipline, safety, and liability expectations; and
5. Protect the interests of students, families, TCSC, and the Club.

ARTICLE II: PROGRAM LOCATION AND OPERATION

A. Program Location

The latch key program shall be operated by the Club at the C.W. Mount Community Center / Boys & Girls Club facility.

The program is not conducted in TCSC buildings, and the Club shall not receive keys, access cards, badges, or other independent access to TCSC facilities for purposes of this program unless separately approved in writing by TCSC.

B. Program Hours

The Club shall operate the after-school program on regular school days from approximately 3:00 p.m. until approximately 6:00 p.m., subject to the Club's adopted calendar, staffing, and operational procedures.

The Club may also provide programming on early release days, delayed schedule days, or other adjusted school schedule days, as determined by the Club and communicated to participating families and TCSC.

C. Grade Levels Served

The program shall be available to TCSC students in kindergarten through grade 8, subject to Club registration procedures and program expectations.

The Parties acknowledge that Indiana Code 20-26-5-2 specifically addresses school-age child care for students in kindergarten through grade 6. The Club's willingness to serve students through grade 8 exceeds the minimum grade-level range described in the statute.

D. Registration and Fees

Registration for the program shall be handled by the Club. The Club shall be responsible for collecting registration forms, parent or guardian contact information, emergency contact information, authorized pickup information, medical or allergy information, and applicable fees.

The Club shall be solely responsible for establishing, communicating, and collecting any fees charged to families for participation in the program. TCSC shall not be responsible for collecting Club fees or enforcing payment obligations owed to the Club.

The Club shall provide TCSC with its current parent fee schedule upon request.

ARTICLE III: RESPONSIBILITIES OF THE CLUB

The Club shall be responsible for the operation and supervision of the after-school program, including but not limited to the following:

1. Registering participating students and families;
2. Determining program rules, expectations, and fees;
3. Receiving transportation information from families and communicating transportation needs to TCSC;
4. Providing TCSC with current lists of students who are expected to be transported from school to the Club;
5. Signing students in upon arrival at the Club;
6. Supervising students after they are dropped off at the Club facility;
7. Maintaining appropriate staff supervision during program hours;

8. Communicating with families regarding program expectations, behavior, fees, pickup procedures, and Club operations;
9. Communicating with TCSC regarding transportation, discipline, attendance, safety, or emergency concerns;
10. Maintaining appropriate emergency procedures for students while in Club custody;
11. Ensuring Club personnel comply with applicable child safety, mandatory reporting, confidentiality, and background check requirements;
12. Maintaining liability insurance as required by TCSC policy and this MOU; and
13. Complying with applicable federal, state, and local laws.

ARTICLE IV: RESPONSIBILITIES OF TCSC

TCSC shall support the latch key program by providing transportation from TCSC schools to the Club facility for students identified by the Club as needing transportation.

TCSC shall be responsible for:

1. Providing school bus transportation from TCSC schools to the Club facility on days when transportation is offered;
2. Applying regular TCSC bus rules and expectations during transportation;
3. Addressing student misconduct occurring on the school bus;
4. Communicating with the Club regarding transportation rosters, changes, student conduct, safety concerns, and schedule adjustments;
5. Determining whether a student may be suspended from TCSC-provided transportation due to misconduct;
6. Informing the Club, when reasonable and appropriate, of transportation-related discipline that affects a student's ability to ride the bus to the Club; and
7. Maintaining communication with the Club regarding safety or operational concerns.

TCSC shall not be responsible for registering students in the Club's program, collecting Club fees, supervising students after arrival at the Club, or making decisions regarding a student's continued participation in the Club's program.

ARTICLE V: TRANSPORTATION AND TRANSFER OF SUPERVISION

A. Transportation Provided by TCSC

TCSC shall provide school bus transportation for participating students from TCSC schools to the Club facility. The Parties acknowledge that the number of students may vary by day.

B. Transportation Roster

The Club shall provide TCSC with a current list of students who are registered with the Club and require transportation from school to the Club.

The Club shall update TCSC as changes occur and shall make reasonable efforts to provide accurate and timely transportation information.

TCSC may rely on the transportation information provided by the Club and families. Parents and guardians remain responsible for communicating accurate transportation instructions according to TCSC and Club procedures.

C. Supervision During Transportation

TCSC shall supervise students while they are on TCSC property awaiting bus transportation and while they are being transported on a TCSC school bus.

TCSC does not provide a bus aide for this transportation route unless separately determined by TCSC.

D. Transfer of Supervision

Supervision transfers from TCSC to the Club when students are dropped off by the TCSC school bus at the Club facility.

The Club shall be responsible for signing students in upon arrival and supervising students after drop-off.

E. Failure to Arrive

The Club is not responsible for determining the daily attendance of every student enrolled in its afterschool program. However, when a parent or guardian has provided the Club with advance notice that a student is expected to attend on a particular day, and the student does not arrive as expected, the Club shall promptly follow its internal procedures, contact the student's parent or guardian as appropriate, and notify TCSC if the student's absence may involve school transportation, dismissal procedures, or student safety.

F. Transportation Discipline

Students transported by TCSC to the Club are subject to the same bus rules and transportation expectations as all other students transported by TCSC.

Student misconduct on the bus may result in disciplinary action by TCSC, up to and including suspension from TCSC-provided bus transportation.

TCSC may suspend a student from transportation to the Club, but TCSC does not directly suspend or remove students from the Club's program.

G. Parent Responsibility During Transportation Suspension

If TCSC suspends a student from bus transportation, the student's parent or guardian shall be responsible for transporting the student to the Club, if the student remains eligible to participate in the Club's program.

ARTICLE VI: STUDENT CONDUCT AND DISCIPLINE

A. TCSC Code of Conduct

The TCSC Student Code of Conduct and transportation rules apply while students are on TCSC property, during school dismissal, and while students are riding TCSC school buses.

B. Club Rules

The Club's rules and expectations apply after students arrive at the Club facility and are signed into the Club's program.

C. Communication Regarding Discipline

TCSC and the Club shall maintain regular communication regarding discipline, transportation, and safety-related concerns.

When student behavior affects transportation, student safety, or the orderly operation of the program, the Parties shall communicate promptly and work cooperatively to address the concern.

D. Authority to Remove or Suspend

TCSC retains authority to suspend or restrict a student's transportation privileges.

The Club retains authority to address student behavior within the Club's program and to determine whether a student may continue participating in the Club's program, subject to the Club's policies and procedures.

ARTICLE VII: STUDENT INFORMATION AND CONFIDENTIALITY

A. Registration Information

The Parties acknowledge that the Club collects student and family information directly from parents and guardians as part of the Club's registration process.

TCSC does not routinely provide student records or student information to the Club for purposes of program registration.

B. Transportation Information

The Club may provide TCSC with student names, grade levels, school of attendance, transportation needs, and other information reasonably necessary for TCSC to provide transportation safely and efficiently.

TCSC and the Club may exchange limited information related to transportation, discipline, safety, emergency response, and student welfare when such communication is necessary to support students and the operation of the program.

C. Confidentiality

Each Party shall maintain the confidentiality of student information in accordance with applicable federal and state law.

Neither Party shall disclose student information received from the other Party except as necessary to carry out the purposes of this MOU, as authorized by the parent or guardian, or as otherwise permitted or required by law.

D. Minimum Necessary Information

The Parties shall exchange only the minimum student information reasonably necessary to provide transportation, maintain student safety, communicate with families, or address discipline or emergency concerns.

E. Records Requests

If either Party receives a request for student records or confidential student information that belongs to or originated with the other Party, the receiving Party shall refer the request to the originating Party and shall not release the information unless authorized or required by law.

ARTICLE VIII: SAFETY, EMERGENCIES, AND MANDATED REPORTING

A. Emergency Communication

The Parties shall maintain reasonable procedures for communicating in the event of a transportation issue, student emergency, weather delay, schedule change, safety concern, or other matter affecting students.

B. Illness or Injury

If a student becomes ill or injured after arrival at the Club, the Club shall follow its procedures for parent notification, emergency response, and medical attention.

If the illness, injury, or incident may relate to TCSC transportation or school operations, the Club shall notify TCSC as soon as reasonably practicable.

C. Weather or Emergency School Changes

TCSC shall communicate school delays, early releases, closures, and emergency schedule changes through its normal communication channels.

The Club shall be responsible for determining and communicating how such changes affect Club programming, hours of operation, and family pickup expectations.

D. Mandatory Reporting

Nothing in this MOU limits any individual's responsibility to report suspected child abuse or neglect as required by Indiana law.

If a report involves a TCSC student and relates to the program or transportation, the reporting Party shall notify the other Party as soon as appropriate and legally permissible.

ARTICLE IX: INSURANCE AND SUPERVISION STANDARDS

A. Liability Insurance

The Club shall maintain liability insurance in an amount required by TCSC Board policy and applicable law.

At a minimum, the Club shall maintain the following coverage, unless different limits are required by TCSC's insurance carrier, Board policy, or legal counsel:

1. Commercial general liability insurance: \$1,000,000 per occurrence / \$3,000,000 aggregate.
TCSC shall be named as an additional insured on a primary and non-contributory basis, and the policy shall include a waiver of subrogation in favor of TCSC;
2. Abuse and molestation coverage: \$1,000,000 per occurrence / \$3,000,000 aggregate;
3. Workers' compensation coverage as required by law: \$500,000 per injury. The policy shall include a waiver of subrogation in favor of TCSC;
4. Employer's liability coverage: \$1,000,000;
5. Automobile liability coverage, if the Club transports students at any time: \$1,000,000 limit per accident. TCSC shall be named as an additional insured on a primary and non-contributory basis, and the policy shall include a waiver of subrogation in favor of TCSC; and
6. Umbrella or excess liability coverage, if required by TCSC: \$1,000,000 per occurrence. TCSC shall be named as an additional insured on a primary and non-contributory basis, and the policy shall include a waiver of subrogation in favor of TCSC.

The Club shall provide TCSC with a certificate of insurance annually and upon request.

Copies of the endorsements demonstrating the required additional-insured status, primary and non-contributory coverage, and waivers of subrogation shall accompany the certificate of insurance.

B. Adult-to-Child Ratio

The Club shall maintain adult-to-child supervision ratios consistent with TCSC Board policy, applicable law, and reasonable standards of care for school-age child care programs.

The maximum adult-to-child ratio shall be: 1 adult to 20 children.

If TCSC Board policy establishes a different ratio, the Board policy shall control.

C. Background Checks and Screening

The Club shall ensure that employees, volunteers, contractors, or other personnel who supervise or interact with students in the program satisfy applicable background check, screening, and child safety requirements.

TCSC may request written assurance that Club personnel assigned to the program have satisfied applicable screening requirements.

ARTICLE X: RELATIONSHIP OF THE PARTIES

The Parties are independent entities.

Nothing in this MOU shall be interpreted to create an employment relationship, agency relationship, partnership, joint venture, or other legal relationship between TCSC and the Club beyond the specific responsibilities stated in this MOU.

Club employees, volunteers, contractors, and representatives are not employees of TCSC.

TCSC employees, contractors, and representatives are not employees of the Club.

Neither Party has authority to bind the other Party to any contract, debt, obligation, representation, or financial commitment unless expressly authorized in writing.

ARTICLE XI: RESPONSIBILITY, LIABILITY, AND INDEMNIFICATION

A. Responsibility for Own Acts

Each Party shall be responsible for the acts and omissions of its own board members, officers, employees, volunteers, contractors, agents, and representatives.

B. TCSC Responsibility

TCSC shall be responsible for student supervision and conduct while students are on TCSC property awaiting transportation and while students are being transported on a TCSC school bus, subject to applicable law and defenses.

C. Club Responsibility

The Club shall be responsible for student supervision, program operation, and student safety after students are dropped off at the Club facility and supervision transfers to the Club.

D. Indemnification

To the extent permitted by Indiana law, each Party agrees to indemnify and hold harmless the other Party and its board members, officers, employees, agents, and representatives from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of the indemnifying Party's negligent acts, willful misconduct, breach of this MOU, or violation of applicable law.

Nothing in this MOU shall be interpreted as a waiver of any defense, immunity, notice requirement, or limitation of liability available to TCSC or its employees under Indiana law, including the Indiana Tort Claims Act.

E. No Third-Party Beneficiaries

This MOU is intended only for the benefit of TCSC and the Club. It does not create rights, claims, or benefits for any student, parent, guardian, employee, volunteer, contractor, or other third party.

ARTICLE XII: TERM, RENEWAL, AND TERMINATION

A. Term

This MOU shall begin on August 12, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier as provided herein.

B. Annual Renewal

This MOU shall be reviewed each summer and may be renewed only upon approval by both the TCSC Board of School Trustees and the Club's governing board.

C. Termination Without Cause

Either Party may terminate this MOU without cause upon thirty (30) calendar days' written notice to the other Party.

D. Immediate Suspension or Termination

TCSC may immediately suspend transportation services or other support under this MOU if TCSC determines that continued service presents a concern related to student safety, legal compliance, transportation operations, or district liability.

The Club may immediately suspend student participation in the Club's program or request modification of transportation procedures if the Club determines that continued participation presents a concern related to student safety, program operations, legal compliance, or Club liability.

The Parties shall communicate promptly if either Party believes immediate suspension or termination may be necessary.

ARTICLE XIII: NOTICES

Any notice required under this MOU shall be provided in writing to the following:

For TCSC:

Tipton Community School Corporation
Attn: Superintendent
1051 S. Main Street
Tipton, IN 46072
Email: sjaworski@tcsc.k12.in.us

For the Club:

Boys & Girls Club of Tipton County
Attn: Executive Director
C.W. Mount Community Center
Address: 341 W Jefferson St, Suite B, Tipton, IN, 46072
Email: amandam@bgctipton.org

Either Party may update its notice contact by providing written notice to the other Party.

ARTICLE XIV: GENERAL PROVISIONS

A. Compliance With Law and Policy

The Parties shall comply with all applicable federal, state, and local laws, regulations, and policies, including applicable child safety, nondiscrimination, confidentiality, transportation, and mandatory reporting requirements.

B. Entire Agreement

This MOU represents the entire agreement between the Parties regarding the latch key program and related transportation support. It supersedes prior oral or written understandings related to the same subject matter.

C. Amendment

This MOU may be amended only by written agreement approved and signed by authorized representatives of both Parties.

D. Assignment

Neither Party may assign or transfer its rights or responsibilities under this MOU without the prior written consent of the other Party.

E. Severability

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

F. Governing Law and Venue

This MOU shall be governed by and interpreted under the laws of the State of Indiana. Venue for any legal action arising under this MOU shall be in Tipton County, Indiana.

G. No Waiver

Failure by either Party to enforce any provision of this MOU shall not constitute a waiver of that provision or any other provision.

H. Survival

The provisions related to confidentiality, insurance, liability, indemnification, and records shall survive the expiration or termination of this MOU to the extent necessary to carry out their purpose.

ARTICLE XV: SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

TIPTON COMMUNITY SCHOOL CORPORATION

Name: _____
Title: Superintendent

Date: _____

Name: _____
Title: President, Board of School Trustees

Date: _____

BOYS & GIRLS CLUB OF TIPTON COUNTY

Name: _____
Title: Chief Executive Officer / Executive Director

Date: _____

Name: _____
Title: President, Board of Directors

Date: _____