



LETTER OF AGREEMENT

TO: Jefferson County Board of Education D/B/A Jefferson County Public Schools

FROM: Ileen Henderson, National Director of Bright Spaces
Bright Horizons Foundation for Children

DATE: February 1, 2015

RE: Westport and South Park Tapp Child Development Centers

Congratulations! Westport and South Park Tapp Child Development Center has been approved as a Bright Space® location by the **Bright Horizons Foundation for Children**. We look forward to working with you on this special program. Because this project will take some extensive planning, we wish to clarify the roles of each party. Please review the document and sign below to signify your agreement. Your Bright Space is considered formally approved only after this Letter of Agreement is signed by you.

Donations and Development: This project will be developed consistent with your initial application for funding, with the Heartland Hugs Center. Bright Horizons Foundation for Children will donate funding in the amount of approximately \$10,000.00 to \$15,000.00, and may raise additional funds if it so chooses. The Center will assist in the initial set-up of your Bright Space prior to its Opening, by donating input for the Bright Space design of and in coordination with the Agency staff and residents, and providing volunteers to help to order, assemble and install the children's toys, furnishings, and equipment. Also, Bright Horizons volunteers are available as a resource for advice to the Agency about challenges of managing a children's program.

If any aspect of the project changes significantly, the Foundation must be notified in writing.

The Parties' Obligations:

The Agency will:

- Designate an agency Coordinator for the creation of the Bright Space project;
- Make available a space (or rooms) for the Bright Space;
- Complete repair work as needed to get room(s) ready for Bright Space installation;
- Communicate information to Agency staff, Board, and residents about the Bright Space;
- Provide Building and Hazard Insurance consistent with your initial application; and

- Select a member of their staff to serve as the “Bright Space Connector” as a part of their job responsibilities for at least the first year of Bright Space operation. This agency staff person will agree to:
 1. Oversee the Bright Space to ensure that it stays clean and organized so that children and families can play and spend time in it.
 2. Be the regular point of contact for ongoing communication between the Bright Space, Bright Horizons volunteers, and the Foundation.
 3. Record and report basic data about how the Bright Space is used.
- If appropriate, provide access to the Bright Space for tours (depending on the confidentiality needs of the agency residents).

The Foundation and Center will:

- Grant up to \$15,000.00
- Provide Bright Space plan and design;
- Coordinate Bright Spaces resources; and
- Provide financial administration, including receipt of contributed funds and payment of approved project invoices.
- Select a Bright Horizons volunteer to serve as “Bright Space Connector” to maintain ongoing relationship between Bright Space, Bright Horizons volunteers, and the Foundation for at least the first year of Bright Space operation.

Funding and Implementation Based on the size of the room and ages of children served, we expect that your Bright Space will cost approximately **\$10,000.00 to \$15,000.00**. Once this contribution is made, the Foundation will coordinate with the Center, which will place the order for the equipment.

Budget: The estimated project budget is as follows:

	Amount	
Bright Space Design/Contents: Materials (toys, books, games, equipment, furnishings, art supplies, paint/building materials if needed, etc., and any necessary travel)	\$12,500	
Bright Space Renewal Reserve (Available for up to 2 years after Ribbon Cutting Date)	\$1000	
Foundation Support (Foundation’s technical assistance, project management, financial administration, training, etc.)	\$1500	
TOTAL	\$15,000	

Timeline: Generally, a Bright Space will be completed within one year of this approval letter. If more time is needed, the parties will work with the Foundation to arrange an extension. We currently plan to open the Bright Space by February 2016.

Installation: The Center, Agency, and Sponsor if desired, will work together to plan the Bright Space and provide an equipment list to the Foundation contact for approval. Equipment should be ordered approximately 4-6 weeks before the Ribbon Cutting and shipped to the Agency to be opened and installed by Center volunteers and the Agency. Equipment should not be used until the Ribbon Cutting Ceremony.

Agreement Signing and Orientation: A Center representative and the Agency Coordinator will participate in a meeting with a representative of the Foundation via conference call or in person. The Meeting will include a brief orientation and will be followed by the signing of this Letter of Agreement.

Technical Assistance: The Foundation will provide technical assistance to you in planning your Bright Space and advice about managing it after it is open. Training resources are available to Bright Horizons volunteers and Agency personnel. Please contact us at bhfoundation@brighthorizons.com to let us know how else we can support your project.

Media/Ribbon Cutting: The Foundation can share helpful checklists and templates for planning a ribbon cutting event to open the Bright Space. If you want media coverage for the Ribbon Cutting, we will work with your team, as well as your client and their PR team if applicable, to help generate local media stories about the Bright Space.

Renewal Reserve: After use, your Bright Space may need a boost to stay looking bright and new. Funds to renew the Bright Space have been set aside from your budget (see budget above). These funds are reserved for your use for 2 full years from the date of your Bright Space opening. You will be notified by Foundation staff when your Renewal Reserve is available for use. At the end of the reserve period, if you have not used your reserved funds, they will be released into the general Bright Space fund and used to support other Bright Space projects. Renewal Reserve funds may be used to replace lost toys, repair equipment, repaint, or do other improvements to keep your Bright Space an exciting place for children to play.

No Partnership: Nothing in this Letter of Agreement shall be construed as creating a partnership, or joint venture or employment relationship between Sponsor, Agency, Center and the Foundation, and their respective parents, affiliates, subsidiaries, employees or agents.

Liability/Indemnity: To the extent permitted by Kentucky Law each party shall indemnify, defend and hold the other, the Center and the Sponsor (including its employees, agents, parents, subsidiaries and affiliates) harmless to the extent that any personal injury or damage results from its own activities in the performance of this Letter of Agreement during the development of the Bright Space through to its Opening, which shall be the date of the Ribbon Cutting Ceremony, or the first day the space is available to children for use, whichever is first. This indemnity specifically excludes any hazard or building casualty or loss, which is specifically intended to be Agency's sole responsibility.

The parties acknowledge that after the Opening of the Bright Space, the Center, Foundation and Sponsor shall have no further responsibilities with regard to Bright Space or its operations, which

shall be the sole obligation of the Agency, although they may choose to volunteer their time to support the Bright Space if desired. Agency will insure that appropriate adult supervision (with attendant background checks) is in place at all times that the Bright Space is in use and Agency will bear any and all responsibility and liability therefore. The parties agree that the continued participation of either Center's or Sponsor's employees with the Bright Space after its Opening are strictly on an individual, volunteer basis to which no Center, Sponsor, or Foundation liability or responsibility shall attach.

We agree to the responsibilities outlined above and are authorized to enter into an agreement on behalf of Agency and Sponsor organization.

Agency Representative
Dr. Donna M. Hargens, Ed.D.
Superintendent, Jefferson County Public Schools

Date

Mailing address:

VanHoose Education Center
P. O. Box 34020
Louisville, Kentucky 40232

E-mail address: Donna.Hargens@jefferson.kyschools.us

Please send this signed letter to the Foundation at the address below.

Ileen Henderson, National Director of Bright Spaces

Bright Horizons Foundation for Children

105 Westwood Place Suite 125 Brentwood, TN 37027

Phone: 267-257-0221, Fax: 615/254-3766

Or scan to: