

**MEMORANDUM OF UNDERSTANDING  
BOONE COUNTY SCHOOL DISTRICT AND CHILDREN, INC. FOR THE  
EARLY LEARNING CENTER OF BOONE COUNTY**

This agreement, entered into this 9th day, of September\_ 2016 between Children, Inc., 333 Madison Avenue, Covington, KY 41011, a not for profit corporation, (CI) and the Boone County Schools (District).

**I. GENERAL TERMS**

The shared vision of this partnership is to prepare Boone County children for kindergarten and lay the foundation for future success. We will provide a five star, state of the art early learning center to Boone County families. Children who typically attend a half day school year program will benefit from a full day, full year program. Working families who have been unable to find high quality, full day early care and education will have access to a program that will better enable them to be self-sufficient while concurrently preparing their children for kindergarten. This extended learning opportunity will be made possible through a collaboration of Boone County Schools, Children, Inc. and the Northern Kentucky Community Action Agency Head Start program. To meet the varying needs of families with young children, Head Start, Child Care and Preschool will be co-located under one roof.

The purpose of this agreement is to outline the conditions of partnership between the District and CI for the development and operation of the Early Learning Center of Boone County that will provide full day child and preschool programming. Priority enrollment will be given to Boone County preschool students however the center is open to the entire community. The center operated and managed by CI, will provide early education and care for children ages two years old to five who are not age eligible for kindergarten, provided sufficient enrollment is present to maintain and operate the center. CI will make all attempts to mirror the curriculum of the school's preschool program. In the event that enrollment is not sufficient to support the Center's operation, CI and the District will notify the school and enrolled families in a timely manner. The Memorandum of Understanding will be for the time period of five years renewable annually. For on-going operation of the Center, either party giving thirty (30) days advance written notice of termination to the other party may terminate with or without cause this agreement. The agreement may be terminated upon failure of any of the terms and conditions specified in this agreement. Modification of this contract can be initiated at any time, but must be agreed upon in writing by both parties.

**II. FACILITIES, EQUIPMENT & STUDENT MEALS**

- A. CI shall lease or purchase a space deemed appropriate for the location of a child care facility as required by the Cabinet; a fenced outdoor ground area for large motor activities and/or access to an indoor large motor area (gym) as required by the Cabinet. CI will be responsible for the monthly rent and cost of utilities.
- B. The District will provide custodial services at no cost to CI.
- C. CI will be responsible for the cost of renovation of the entire Early Learning Center.
- D. The District will fully furnish the two hybrid preschool classrooms and the playground.
- E. The District will be responsible for the food for the children in the entire early learning center including preparation and delivery.

### III. PERSONNEL

- A. CI shall provide a Director and teachers as needed to maintain the staff/child ratios set forth by the Cabinet and Kentucky All Stars requirements. CI shall provide, at its expense, all fringe benefits for its employee. The recruitment, hiring/firing, and training of these personnel shall be the sole responsibility of CI. The District will provide 50% of the salary of the Director at a cost of \$25,000.
- B. The District shall provide teaching personnel for the hybrid classrooms for a minimum of three hours a day and following the school calendar.
- C. Each entity will supervise their own personnel. All personnel will be evaluated to determine suitability for on-going employment at the center. Each entity will supply their own substitute staff. CI and the District will support one another's attempt to recruit high quality staff.
- D. All personnel shall meet the licensure requirement of their occupations and any additional requirement set forth by the Cabinet or Kentucky Department of Education.

### IV. PROGRAM

- A. CI will be responsible for managing the operation of the center in accordance to the regulations of the Cabinet and guidelines set forth by the Kentucky All STAR's voluntary quality initiative.
- B. CI and the District shall share in the recruitment of students eligible to enroll their children in the center. The District will encourage families that are eligible for child care subsidy or public preschool to utilize the center.
- C. CI and the District will have regularly scheduled collaborative meetings to discuss enrollment, marketing, and quality assurance for the program.

### V. FUNDING

- A. The District will be funded for public preschool services through the Kentucky Department of Education. CI will be funded through a combination of state child care subsidies, parent tuition, and donations. CI shall provide billing to the state and parents for this reimbursement. The District will manage the funding through the Kentucky Department of Education.

### VI. TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies shall remain the property of whoever purchased the items.

### VII. INSURANCE

- A. CI shall procure and maintain comprehensive liability insurance for a minimum of three million dollars (\$3,000,000) with umbrella coverage for an additional ten million dollars (\$10,000,000). The District shall be named an additional insured on the policy.

VI. HOLD HARMLESS

- A. CI shall hold the District harmless and indemnify it from any liability arising from CI's recruitment, hiring/firing, and training of staff, and supervision of the director.
- B. The District shall hold CI harmless and indemnify it from any liability arising from the management and operation of the school, center, buses, or caused by any defect within the building or grounds.

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Children, Inc. Authorized Representative

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Boone County Schools Authorized Representative

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Date

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Date