

MEMORANDUM OF UNDERSTANDING
Southgate School DISTRICT AND Children, Inc.

This agreement, entered into this 30th day of August, 2017 between Children, Inc. and the Southgate School District (District).

I. GENERAL TERMS

The purpose of this agreement is to outline the conditions of partnership between the District and Children, Inc. for the development and operation of both a morning kindergarten enrichment program and an after school program. The morning kindergarten enrichment program will enable kindergarten children whose families are working to have an enriching experience and enable their families to work. The after school program will enable the kindergarten through 5th grade students an enriching experience after school for those families who are working. Children, Inc. is solely responsible for the operation and management of these two programs. These programs are also financially independent of the District. Southgate will provide families with periodic information about the availability, affordability and convenience of these programs.

Either party, after giving thirty (30) days advance written notice of termination to the other party, may terminate with or without cause this agreement. The agreement may also be terminated upon failure of any of the terms and conditions specified in this agreement or upon failure of the District to provide adequate space or if Children, Inc. fails to meet the requirements of the Kentucky Cabinet for Families and Children, Division of Day Care Licensing and Regulation (Cabinet). Modification of this contract can be initiated at any time, but must be agreed upon in writing by both parties.

II. FACILITIES AND EQUIPMENT

- A. The District shall supply a space deemed appropriate for the location of these programs as required by the Cabinet, including a fenced outdoor ground area for large motor activities and/or access to an indoor large motor area (gym) as required by the Cabinet
- B. All building and outdoor maintenance, utilities, and custodial service are provided by the District at no cost to Children, Inc.
- C. Children, Inc. will equip the designated spaces with appropriate educational and enrichment material at its expense.

III. PERSONNEL

- A. Children, Inc. shall provide at its sole expense the staff as needed to maintain the staff/child ratios set forth by the Cabinet. The recruitment, hiring/firing, and training of these personnel shall be the sole responsibility of Children, Inc.
- B. Supervision of personnel hired for these programs shall be the sole responsibility of Children, Inc.
- C. All personnel shall meet the licensure requirement of their occupations and any additional requirement set forth by the Cabinet.
- D. Children, Inc. shall provide at its expense all salary and fringe benefits for its employees. In addition, Children, Inc. shall be responsible for providing substitutes for absent employees.
- E. Children, Inc. shall evaluate its employees to determine suitability for ongoing employment at the center.

IV. PROGRAM

- A. Children, Inc. shall manage and operate both of these programs in accordance with the regulations of the Cabinet and guidelines set forth by Kentucky's KIDS NOW voluntary quality initiative.
- B. Children, Inc. and Southgate shall share in the recruitment of students eligible to enroll their children in the center.

V. COST REIMBURSEMENT

- A. Tuition shall be funded through United Way, state child care subsidies to qualifying parents, and parent tuition. Children, Inc. is responsible for billing the state, United Way and parents for this reimbursement.

VI. TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies provided by Children, Inc. shall remain the property of Children, Inc. and shall be returned to Children, Inc. upon termination of this agreement.
- B. All property, equipment, materials, and supplies provided by Southgate shall remain the property of the District.

VII. INSURANCE

- A. Children, Inc shall maintain comprehensive liability insurance for a minimum of one million dollars (\$1,000,000) with umbrella coverage for an additional two million dollars (\$2,000,000). The District shall be named an additional insured on the policy.

HOLD HARMLESS

- A. Children, Inc. shall hold the District harmless and indemnify it from any liability arising from all of Children, Inc.'s activities including but not limited to recruitment, hiring/firing, and training of staff, and supervision of the director.
- B. Southgate shall hold harmless and indemnify Children, Inc. from all Southgate's activities including but not limited to the liability arising from the management and operation of the school, center, or caused by any defect within the building or grounds.


Children, Inc.

Southgate School District

Date

Date