

Memorandum of Understanding
Boone County School District and Children, Inc. for the
Children, Inc. Early Learning Center at the Ignite Institute

This agreement, entered into this 14th day of June 2018 between Children, Inc., 333 Madison Avenue, Covington, KY 41011, a not for profit corporation, Children, Inc. (CI) and the Boone County Schools (District).

I. General Terms

The shared vision of this partnership is to prepare children for kindergarten and lay the foundation for future success. We will provide a five star, state of the art early learning center.

The purpose of this agreement is to outline the conditions of partnership between the District and CI for the development and operation of the Children, Inc. Early Learning Center (Center) at the Ignite Institute at the Roebling Centers 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. In the event that enrollment is not sufficient to support the Center's operations, CI will notify the enrolled families in a timely manner.

The District's Memorandum of Understanding will be for the time period of five years renewable annually. For on-going operation of the Center, either party giving (30) days advance written notice of termination to the other party may terminate this agreement with or without cause. 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. Operations

- A. CI shall finance renovations of a 12,000 square foot space, located at the Ignite Institute, into a child care facility as required in accordance with state licensure standards. CI's significant investment in the renovation of the facility will be amortized over five years.
- B. CI shall lease the Child Care Center from the District based on anticipated percentage of enrollment as outlined. This lease expense includes utilities.
 - a. Year 1- \$26,000
 - b. Year 2- \$39,000
 - c. Year 3- \$60,000
 - d. Year 4- \$60,000
 - e. Year 5- \$60,000
- C. Custodial services and maintenance of the early learning center will be provided by the District
- D. CI will open the center during the 2019-2020 school year. In order to support working families, the center will be open full day, full year and closed only for major holidays.
- E. CI will fully furnish the classrooms and the playground.

Memorandum of Understanding
Boone County School District and Children, Inc. for the
Children, Inc. Early Learning Center at the Ignite Institute

- F. The District's Food Services Department will be responsible for meal preparation for the children in the center. The cost will be negotiated between CI and the District.

III. Personnel

- A. CI shall provide a director and teachers as needed to maintain the staff/child ratios set forth by the state licensing standards and Kentucky All Stars requirement. CI shall provide, at its expense, all fringe benefits for its employees. The recruitment, hiring/firing, and training of these personnel shall be the sole responsibilities of CI.

IV. Program

- A. CI will be responsible for managing the operation of the Center in accordance with state licensure standards and guidelines set forth by the Kentucky All STAR's voluntary quality initiative.

V. Funding

- A. 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.
- B. As available, the District will partner with CI to write and implement Kentucky Department of Education Preschool Partnership or other Grants.

VI. Title to Property

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

VII. Insurance

- A. The District shall add CI as an additional named insured to its general liability insurance package
- B. CI shall maintain general liability, property and casualty insurance respecting this location and its operations in limits of liability equal to the limits it maintains on its other locations in the District and include the District as an additional named insured.

VIII. 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, supervision of director and the acts and omissions of its employees, visitors and clients arising out of its operations.
- B. To the extent permitted by law, the District shall hold CI harmless and indemnify it from any liability arising from the management and operation of the Center, or caused by any defect within the building or grounds.

Memorandum of Understanding
Boone County School District and Children, Inc. for the
Children, Inc. Early Learning Center at the Ignite Institute



Children, Inc. Authorized Representative

6.5.18.

Date

Boone County Schools Authorized Representative

Date