

MEMORANDUM OF UNDERSTANDING
Boone County School DISTRICT AND Children, Inc.

This agreement, entered into this 27th day of June 2019 between Children, Inc. and the Boone County School 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 the Children, Inc. Early Learning Center at Erpenbeck Elementary. Early Learning Centers that provide a full day preschool programs with extended hours beyond the school day and operate on-site at designated schools within the District. The Centers will benefit the children eligible by geographic determination specified by the District or a particular school, and to the District employees determined by the District. The center is operated and managed by Children, Inc., will provide early education and care for children ages 3, 4, and 5 who are not age eligible for kindergarten, provided sufficient enrollment is present to maintain and operate the center. The Center will financially and programmatically operate independently of the District, however, 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, Children, Inc. will notify the school and enrolled families in a timely manner. 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 or upon failure of the District to provide adequate space or for the Center 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 a day 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. All building and outdoor maintenance, utilities, and custodial service are at no cost to Children, Inc..
- B. Children, Inc. will equip the space with furniture, play materials, and supplies appropriate for the operation of the preschool.
- C. Children enrolled will access the District's Food Program and set up an account the school's Food Service personnel for payment of meals. Children, Inc. will assist families in this process

III. PERSONNEL

- A. Children, Inc. shall provide, at its' sole expense, a director and teachers 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 the Center shall be the 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 fringe benefits for its employees. In addition, Children, Inc. shall be responsible for providing substitutes for absent employees.
- E. Children, Inc. shall evaluate their employees to determine suitability for ongoing employment at the center.

IV. PROGRAM

- A. The Center shall be managed and operated by Children, Inc. in accordance to the regulations of the Cabinet and guidelines set forth by Kentucky's KIDS NOW voluntary quality initiative.
- B. Children, Inc. shall provide supervision of the Director of the center.
- C. Children, Inc., the District and the Elementary School of location 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. shall provide billing to the state, United Way and parents for this reimbursement.

VI. TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies 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 by the District shall remain the property of the District.

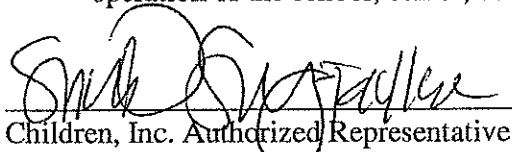
VII. INSURANCE

- A. Children, Inc. shall procure and 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 _____ (agency name) recruitment, hiring/firing, and training of staff, and supervision of the director.

- ~~B. The District shall hold 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.~~



Children, Inc. Authorized Representative

District's Authorized Representative

7/6/19

Date

Date