

**Memorandum of Understanding**  
**Southgate District and Aunt Kathy's Child Care and Preschool,**  
**Inc**

This agreement entered into this July 15, 2024 between Southgate school and Aunt Kathy's Child Care & Preschool, Inc

**General Terms**

The purpose of this agreement is to outline the conditions of partnership between the District and Aunt Kathy's Child Care & Preschool, Inc for the development and operation at Southgate Early Learning Centers that provide a full day preschool program 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 particular school and to the District employees determined by the District. The center is operated to manage by Aunt Kathy's Child Care & Preschool, Inc will provide early education and care for children's ages 3, 4, and 5 who are not age eligible for kindergarten. The center will financially and programmatically operate independently of the District, however, make attempts to mirror the curriculum of the school's preschool program.

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 for the center or to meet with 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.

## **Facilities and Equipment**

- The District shall supply a space deemed appropriate for the location of a childcare facility as required by the Cabinet a fenced outdoor ground area for large motor activities and or access to an indoor large motor area as required by the Cabinet. All building and outdoor maintenance, utilities, and custodial service are at no cost to Aunt Kathy's Child Care Inc.
- Aunt Kathy's Child Care & Preschool, Inc will provide breakfast, lunch and an afternoon snack at no additional cost to the families or Southgate School. Kitchen staff at Southgate School will wash, rinse, and sanitize dishes in their kitchen three compartment sink.

## **Personnel**

- Aunt Kathy's Child Care & Preschool, Inc shall provide at its expense teachers needed to maintain the staff/child ratio set forth by the Cabinet. The recruitment, hiring, firing, and training of those personnel should be the sole responsibility of Aunt Kathy's Child Care & Preschool, Inc.
- Supervision of personnel hired for the center will be at the responsibility of Aunt Kathy's Child Care & Preschool, Inc.
- All personnel shall meet the license requirement of their occupations and any additional requirements set forth by the Cabinet. Aunt Kathy's Child Care & Preschool, Inc shall provide at its expense all fringe benefits for its employees. In addition, they shall be responsible for providing substitute for absent employees. Aunt Kathy's Child Care & Preschool, Inc will also evaluate their employees to determine suitability for ongoing employment at the center.

## **Program**

- The center shall be managed and operated by Aunt Kathy's Child Care & Preschool, Inc and according to the regulations the Cabinet and guidelines.
- Aunt Kathy's Child Care & Preschool, Inc shall provide supervision of the director of the center.
- Aunt Kathy's Child Care & Preschool, Inc, the District and the elementary school of location shall share in the recruitment of students eligible to enroll their children at the center.

## **Cost Reimbursement**

- Tuition shall be funded through state childcare subsidies to qualifying parents and parent tuition.
- Aunt Kathy's Child Care & Preschool, Inc shall provide billing to the state and parents for this reimbursement.

## **Title to Property**

- Property, equipment, materials and supplies by Aunt Kathy's Child Care & Preschool, Inc shall remain the property of Aunt Kathy's Child Care & Preschool, Inc and shall be returned to Aunt Kathy's Child Care & Preschool, Inc upon termination of this agreement.
- All property, equipment, materials and supplied by the District shall remain the property of the District.

## **Insurance**

- Aunt Kathy's Child Care & Preschool, Inc shall maintain comprehensive liability insurance for a minimum of \$1 million with an umbrella coverage for an additional \$2 million. The District shall be named an additional insured on the policy.

## **Hold Harmless**

- Aunt Kathy's Child Care & Preschool, Inc shall hold the District harmless and indemnify it from liability arising from Aunt Kathy's Child Care & Preschool, Inc recruitment, hiring, firing, and training of staff and supervision of the director.

- 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.

*Kathy A Donelan*

Aunt Kathy's Child Care & Preschool, Inc.  
Kathy A Donelan

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District's Authorized  
Representative

*7-15-24*

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Date

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Date