



April 9, 2008

M E M O R A N D U M

TO: District Board of Trustees
FROM: William D. Law, Jr., President
RE: Child Care Agreement – Kids, Incorporated of the Big Bend

During the prior (06-07) fiscal year, Tallahassee Community College entered into a one year agreement with Kids, Incorporated of the Big Bend to provide early child care and learning support for children and families served at Eagles' Nest. As part of the agreement, an annual evaluation will be conducted at the end of the year, with two one year extensions to be addressed on an annual basis.

In compliance with the Kids, Incorporated agreement, we request approval for the first year of the two-year extension.

A copy of the agreement with Kids, Incorporated of the Big Bend is attached.

Staff Resource: Sharon P. Jefferson

RECOMMENDED ACTION: Approval of request as specified.

**Agreement between
Tallahassee Community College
And
Kids Incorporated of the Big Bend**

Whereas, Tallahassee Community College (TCC) desires to have child care available for the children of its students, and

Whereas, TCC will make child care available on a space available option for children of TCC employees, and

Whereas, The Board of Directors, administration and staff of Kids Incorporated of the Big Bend are committed to provide early child care and learning support for children and families served at Eagles' Nest, and

Now Therefore, TCC and Kids Incorporated agree to participate in a one year agreement in accordance with the following guidelines. An annual evaluation will be conducted at the end of the year, with two one year extensions to be addressed on an annual basis.

Section 1.

A. TCC will

1. Clean and maintain the facility, including the mechanical equipment, plumbing fixtures, grounds and other items installed by TCC.
2. Pay for basic overhead expenses, including, but not limited to, electricity, water, waste removal, local phone service, and taxes and insurance on the structure. Overhead expenses do not include monthly internet access or cable service.
3. Create an advisory board composed of educators and community representatives.
4. Pay Kids Incorporated a flat fee not to exceed \$71,450 in 12 equal monthly installments, payable by the 5th day of the month.

Kids Incorporated will

1. Maintain the license required to operate a child care center at the TCC Eagles' Nest location.
2. Adhere to all federal, state, and local laws regarding the operation of a child care center, including, but not limited to, verifying and updating staff qualifications including background checks and validation of applicable training; worker's compensation; and liability insurance.

3. Provide TCC written documentation of all Department of Children and Families licensing reviews.
4. Accept and review all child care applications for the center and manage the waiting list and the daily schedule.
5. Assess and collect fees from the parents or guardians according to the established fee schedule mutually agreed upon between TCC and Kids Incorporated.
6. Supply all consumables used in daily activities with the children.
7. Provide all office supplies, furniture and equipment required for the staff such as tables, chairs, desks, copier, fax, computers, and phones.
8. Replace any toys or furniture as needed.
9. Replace any kitchen items or supplies as needed.
10. Pay for any long distance phone charges.
11. Provide daily meals and snacks for the children.
12. Hire and pay the salaries of the center director and the child care workers.
13. Provide monthly enrollment reports, by the 5th day of the following month.

Section 2 – General Guidelines

- A. The center will serve children of TCC students' ages two to five years, and on a space available basis, may serve younger siblings of children already enrolled in the program. The younger siblings must be at least 12 months of age. Also, on a space available basis, the center may serve children of TCC employees.
- B. The center will be open from 7:30 a.m. until 5:30 p.m. Monday through Thursday, and 7:30 a.m. – 5:00 p.m. on Friday.
- C. The child care center will be closed when the college is closed.
- D. If space is available when a TCC student requires child care on a drop-in basis, Kids Incorporated will accommodate the request at a rate agreed upon by the two parties.
- E. TCC and Kids Incorporated will review the agreement annually to determine whether each party wishes to continue this agreement under the given guidelines. Mutually agreed upon changes during the review process shall be implemented by a mutually established date. Either party must give a notice of at least three months if they wish to terminate the agreement. If the agreement is terminated, each entity will retain the items they supplied.

F. Any alterations, variation, changes, modifications or waivers of provisions of this agreement shall be valid only if they have been executed in writing, duly signed by both parties hereto, and attached to the original of this agreement.

G. Neither party may assign this Agreement, in whole or in part, without the express written consent of the other.

H. Pursuant to Section 216.347, F.S., no funds awarded under this agreement may be used for the purpose of lobbying.

I. TCC will be responsible for the defense of any claims, causes of action or complaints arising from acts or omissions on the part of TCC, its employees or officers pursuant to Section 768.28 F. S. However, nothing herein shall constitute a waiver by TCC of its sovereign immunity.

J. Kids Incorporated agrees to indemnify, defend and hold harmless TCC and all of its officers, agents and employees from any claim, loss, damage, or cost arising out of any acts, action, neglect or omission by Kids Incorporated's employees, agents, licensees, invitees, officers or assigns during their performance of the agreement.

K. A yearly audit shall be performed in accordance with provisions of Section 11.45, F.S. Both parties agree to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds. Further, both parties agree to comply with all auditor requests.

L. This agreement shall not be construed to make Kids Incorporated or any of its employees, agents, or representatives an agent, representative, or employee of TCC. Kids Incorporated agrees it will not attempt to construe this agreement to create that result. This agreement shall not be used to allow Kids Incorporated to request rights available to public educational institutions.

M. Both parties agree to comply with the Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended).

Section 3 – Signatures

William D. Law, Jr. President
Tallahassee Community College

Date

Bart Gunter, Board Chairman
Kids Incorporated of the Big Bend

Date