

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ____ day of October, 2015 between the Albemarle County School Board, a body corporate pursuant to Virginia Code §22.1-71, and All God's Children Child Development Center, dba Little Learners - Tri-County, a Virginia nonprofit corporation (hereinafter "Little Learners").

The School Board accepts Little Learners application for community use of a classroom in Benjamin F. Yancey Elementary School (hereinafter "Yancey"), located at 7625 Porters Road, Esmont, Virginia, for the purpose of providing a pre-school program for 3 and 4 year old children.

All standard community use policy requirements will be a part of this agreement but in addition the following terms and conditions will apply.

- The program offered will meet all standards set by the Commonwealth of Virginia.
- A maximum of 20 children will be enrolled in this program with priority being given to children who reside in the County of Albemarle.
- Priority enrollment also should be given to children of Yancey staff members.
- The hours and days of operation will be consistent with those of Albemarle County Public Schools and Club Yancey.
- School bus transportation will not be provided by Albemarle County Public Schools
- Little Learners students may participate in the breakfast and lunch program under terms and conditions agreed to by the Child Nutrition Services Department and the principal of Yancey.
- Little Learners pre-school students will have access to and use of the media center, the gymnasium, the playground and playing fields under terms and conditions established by the principal of Yancey.
- Little Learners staff and Little Learners volunteers must undergo background checks and the results of these checks must be shared with ACPS before these individuals can be present at Yancey. Little Learners will receive copies of background checks of volunteers approved by the school and who will volunteer to interact with the students in the Little Learners' classroom.
- Little Learners must obtain and provide proof to ACPS of liability insurance consistent with that required in the ACPS building use policy. Current policy requires no less than \$1M in liability coverage and that Albemarle County Schools be named as additionally insured.
- Little Learners students must be supervised at all times by Little Learners staff members.
- Student medications will be handled and administered by Little Learners staff members, with security of these medications required to be consistent with the practices and requirements of ACPS.
- Little Learners students can visit the school nurse if situations occur during the school day that require medical expertise.
- Little Learners will pay a fee of \$150 per month for the use of this space to cover the cost of custodial support and utilities.

- Little Learners will be solely responsible for collecting fees and tuition for students in the program.
- To the extent practicable, Yancey will allow the use of existing classroom furniture for this program but the expectation is that Little Learners will ultimately be responsible for equipping the classroom.
- The term of this agreement will be for the current school year and is subject to cancellation for cause by the Albemarle County School Board and for convenience by either the school board or Little Learners. Cancellation for cause by the ACSB will give at least 60 days advance notice. Cancellation for convenience by the ACSB will be given by the end of May for the following school year. Cancellation for convenience by Little Learners will require 30 days advance notice.

Albemarle County Public Schools

Signature

Name

Date

Little Learners

Signature

Name

Date
