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BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Willis Holcombe Center
111 East Las Olas Boulevard-Room 1208
Fort Lauderdale, FL 33301

Subject: Agenda Item VII- M- Assistance Unlimited, Inc. (Child Care Program)

Brief Description: This is a request for a two (2) year renewal with Assistance Unlimited, Inc. (AUI) to provide the management and operation of child care centers located on Broward College's Central, North and South Campuses.

Benefit to Broward College: This two-year renewal will furnish Broward College with necessary staff and directors to manage and operate the child care centers located at the above campuses.

Relationship to College Master Plan: This agreement meets Goal 8 - Make strategic choices about instructional programming and resources.

RECOMMEND APPROVAL

Board Agenda Approved: _____
Date: _____

Agenda Item VII-M
Enclosure _____

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: J. David Armstrong, Jr., President

Date: June 23, 2009

From: William D. Pennell, CFO/VP Facilities

Subj: Assistance Unlimited, Inc. (Child Care Program)

Issue: Request for a two (2) year renewal with Assistance Unlimited, Inc. (AUI) for the management and operation of child care centers on the College's Central, North and South Campuses.

Background/Analysis: Upon approval of this agreement Assistance Unlimited, Inc. agrees to furnish all necessary staff and directors to manage and operate the child care centers.

Fiscal Impact: NA

William D. Pennell

William D. Pennell
CFO/VP Facilities

Staff Position: RECOMMEND APPROVAL

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Providing high quality educational programs | <input checked="" type="checkbox"/> Providing high quality services |
| <input checked="" type="checkbox"/> Providing for affordability to a diverse community of learners | <input checked="" type="checkbox"/> Providing for accessibility to a diverse community of learners |
| <input checked="" type="checkbox"/> Commitment to student achievement | <input checked="" type="checkbox"/> Commitment to lifelong learning |
| <input checked="" type="checkbox"/> Commitment to academic excellence | <input type="checkbox"/> Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

Approving this agreement will achieve Goal 8 – Make strategic choices about instructional programming and resources by making available to our students and community high quality day care centers.

Minority Firm: Yes No N/A

Broward Firm: Yes No N/A

BROWARD COLLEGE

MANAGEMENT AND OPERATION OF CHILD CARE CENTERS NORTH, CENTRAL and SOUTH CAMPUSES

This agreement is made on January 23, 2008 between Broward College ("BC"), 111 East Las Olas Blvd., Fort Lauderdale, FL 33301 and Assistance Unlimited, Inc. ("AUI"), 4515 North State Road Seven, Lauderdale Lakes, FL 33319 to provide the management and operation of child care centers located at Central Campus, 3501 SW Davie Road, Davie, FL 33314, North Campus, 1000 Coconut Creek Boulevard, Coconut Creek, FL 33066 and South Campus, 7200 Hollywood/Pines Blvd., Pembroke Pines, FL 33024.

1) TERMS OF AGREEMENT

- A. AUI agrees to furnish all necessary staff and directors to manage and operate the child care centers located at the above addresses. All child care centers must be state accredited.
- B. This agreement is binding upon approval by the BC District Board of Trustees
- C. This agreement is governed by the terms and conditions as stated in RFP #802-012. No other terms and conditions shall apply.
- D. This final contract extension shall commence on July 1, 2009 and terminate on June 30, 2011
- E. Upon approval by the BC District Board of Trustees of this extension contract, AUI agrees to provide the college with a current certificate of insurance in the amounts stated in RFP #802-012. The certificate shall name Broward College as additionally insured and shall also provide the college with a \$250,000 performance bond. Prior to the commencement of the second year of this extension contract AUI is to provide BC with a then current certificate of insurance for the last year of this contract extension.
- F. Consideration of any future compensation to BC for each center shall be reviewed and mutually agreeable after a period of six (6) months of operation.
- G. BC will provide all indoor and outdoor furniture and equipment for each campus child care center which shall remain the property of BC. AUI will be responsible for the care and replacement of damaged or neglected furniture and equipment
- H. Centers will be staffed by certified teachers according to State regulations regarding student/teacher ratios for each age group.
- I. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- J. AUI will provide to BC quarterly enrollment reports for the quarter just ended (March 31, June 30, September 30 and December 31 of each year) within 30 days of the calendar quarter-end. AUI will provide to BC audited financial statements (by an independent CPA firm) for their fiscal year-ended June 30 no later than October 31 of the same fiscal year.

VII-M

JUN 23 2009

ENCLOSURE

This agreement has been executed and is to be performed. in Broward County, Florida and the parties agree that Broward County shall be the venue for any litigation required hereunder.

ASSISTANCE UNLIMITED, INC.

BROWARD COLLEGE

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

V 11-M

JUN 23 2009

ENCLOSURE _____