



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

March 20, 2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Memorandum of Understanding with UpSpring, LLC for the Summer 360 program from June 15th to July 17th, 2020, with an annual automatic renewal option.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

UpSpring, LLC and the Kenton County School District wish to arrange to provide academic services for identified McKinney-Vento children during the summer with the agreement outlined in the attached Memorandum of Understanding. The Summer 360 program has been providing summer camps for homeless children for over 10 years in the Cincinnati area. This will be the 5th year, UpSpring has partnered with the Kenton County School District to offer a summer program for our McKinney –Vento students.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:


Approval of the Memorandum of Understanding with UpSpring, LLC for the Summer 360 program from June 15th to July 17th, 2020, with an annual automatic renewal option.

CONTACT PERSON:

Mary Beth Huss, Director of Reducing Barriers to Learning


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made on the 20 day of March 2020, ("Effective Date") by and between UpSpring, LLC an Ohio nonprofit ("UpSpring") and Kenton County Schools ("Kenton"), a Kentucky public school system;

WITNESSETH

WHEREAS, it is in the best interests of Kenton and the communities it serves for Kenton to arrange for academic services focused on at-risk children during the summer months with an educational program designed to engage and support such children ("Summer 360") and a vendor qualified and experienced in developing and delivering such a program;

WHEREAS, Kenton has decided to provide such services to its students by establishing an agreement with UpSpring to provide Summer 360 at its facilities;

WHEREAS, UpSpring has employees, and/or independent contractors consisting of sufficient and qualified teachers and program directors to provide Summer 360 at Kenton's facilities;

WHEREAS, UpSpring desires to provide Summer 360 at Kenton's facilities and Kenton desires to assure itself of the services of UpSpring in such capacity in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, In consideration of the promises, covenants, terms, and conditions herein contained, the parties agree as follows:

1. Term of Agreement

Subject to any provisions herein allowing for termination of this Agreement shall be for a period of 5 weeks beginning on June 15, 2020, and continuing through July 17, 2020 (the "Initial Term"). Thereafter, this Agreement may be automatically renewed the following year for successive terms of 7 weeks (each

summer) if the Parties agree to do so by giving not less than one hundred eighty (180) days prior written notice to the other party.

2. Responsibilities of Kenton

Kenton's duties and responsibilities hereunder shall include, but not be limited to, the following:

A. Kenton shall identify target students to participate in Summer 360 and shall enroll the same.

B. Kenton shall provide school facilities in which to conduct Summer 360. The classrooms allocated to Summer 360 will be open from 7:00 am to 5:00 pm – Monday through Friday. No program access will be granted on the weekends.

Kenton's classrooms will be available as follows:

i.	Summer 360 Staff Training Days	June 11 and 12
ii.	Summer 360 program	June 15 – July 17
iii.	Day of Reflection and Clean-up	July 20

C. Kenton shall provide the following food program for students participating in Summer 360:

- i. Breakfast meal
- ii. Lunch meal

D. Kenton shall ensure that Summer 360 classrooms have desks, Wi-Fi and whiteboards / chalkboards available to the Summer 360 teacher / program director and students. Classrooms will have appropriate furniture (varying sizes) for the students (of varying ages).

E. Kenton shall provide janitorial service to the classrooms.

F. Kenton shall arrange and provide bus transportation for students enrolled in Summer 360 who reside in Kenton County at cost. Kenton will provide an invoice to UpSpring for the cost of providing this transportation.

G. Kenton shall review its safety and security policies with Summer 360 camp staff.

3. Responsibilities of UpSpring

UpSpring's duties and responsibilities hereunder shall include, but not be limited to, the following:

A. UpSpring shall provide a teacher/program director for Summer 360.

B. UpSpring shall provide teaching supplies, textbooks, teaching material & handouts required for Summer 360.

C. UpSpring shall ensure that at the close of Summer 360, each classroom provided by Kenton is returned to the same condition & configuration as it existed at the commencement of Summer 360.

D. UpSpring shall pay the Kenton invoice for the cost of transporting the Summer 360 participants. Once received by UpSpring, the Kenton invoice will be due in 30 days.

4. Relationship of the Parties: Compliance with Laws, Regulations, and Standards

In the performance of the duties and obligations imposed on UpSpring by this Agreement, it is mutually understood and agreed that UpSpring and its teachers are at all times acting as independent contractors with respect to Kenton. Except as provided herein, Kenton shall not have any control or direction over the manner, methods, or means by which UpSpring and the teachers perform their work and functions. The sole interest of Kenton is to provide a physical space and accommodation for conducting the Summer 360 program. As a result of this Agreement, neither UpSpring nor any teacher involved in the program shall have any claim against Kenton for any employee benefits, including, but not limited to, life and hospitalization insurance benefits, pension or retirement benefits, Worker's Compensation, Social Security, disability benefits, unemployment benefits, or any other employee benefits of any kind.

5. Insurance

At all times while this Agreement is in effect, UPSRING shall provide and maintain, at UPSRING's sole cost and expense, general liability insurance for itself and each teacher with minimum primary coverage limits of One Million Dollars (\$1,000,000.00) per incident and Two Million Dollars (\$2,000,000.00) annual aggregate. The terms of all such insurance policies shall be subject to Kenton's approval. UPSRING shall furnish to Kenton a certificate of such insurance coverage, a legible copy of all insurance policies providing such coverage, and a copy of each periodic renewal thereof at the time of issuance. Such coverage shall be purchased from a carrier that is either approved and authorized to transact insurance in Kentucky or permitted as an eligible surplus lines carrier to do business in Kentucky by the Kentucky Department of Insurance.

6. Termination

Either party shall have the right to terminate this Agreement on thirty (30) days prior written notice to the other party. In the event that such timely notice is given, this Agreement shall terminate and will be of no further force or effect except as otherwise provided

7. Assignment, Delegation, and Subcontracting

UpSpring shall not assign any right, delegate any duty, or subcontract any part of this Agreement without first obtaining the prior written consent of Kenton.

8. Governing Law

This Agreement shall be governed by and construed according to the laws of Commonwealth of Kentucky, and Kenton County, Kentucky shall be the sole and exclusive venue for any state court proceeding, which may arise out of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and with respect to the subject matter hereof. In addition, there are no covenants, warranties, or representations between the parties with respect to the subject matter hereof other than as contained herein.

10. Modification of Agreement

Any matter of agreement herein contained may be altered from time to time by the written consent of both parties hereto without in any way affecting the remainder of the Agreement. Any such modification shall be attached hereto and become a part hereof.

11. Notice & Emergency Contacts

Any notice or emergency contact to UpSpring or Kenton required or permitted under this Agreement shall be deemed given if delivered personally to the following:

UpSpring	=	Alex Kuhns	(work) 513-389-0805 (cell) 513-884-1860
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Kenton	=	Tara Drysdale	(work) 859-957-2609 (cell) 859-409-3327
		Mary Beth Huss	(work) 859- 957-2656 (cell) 859- 322-6130

IN WITNESS THEREOF, the parties have hereunto set their hands and executed this Agreement as of the date first written above

UpSpring

By: 

Alex Kuhns

Executive Director

Kenton County Schools

By: _____

Mary Beth Huss

Reducing Barriers to Learning Director

Kenton County School District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dempsey & Siders Agency Inc. 6725 Miami Avenue, Suite 102 Cincinnati OH 45243-3158		CONTACT NAME: Lisa Ernst PHONE (A/C, No, Ext): (513) 936-4110 FAX (A/C, No): (513) 891-4281 E-MAIL ADDRESS: lernst@dempsey-siders.com	
INSURED Upspring PO Box 2300 Cincinnati OH 45223		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1959186	05/30/2019	05/30/2020	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						Professional Liability \$ 1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability Claims Made Basis Retro Date 5/30/09			PHSD1430036	05/30/2019	05/30/2020	Limit \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Kenton County Board of Education
1055 Eaton Drive
Fort Wright, KY 41017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Facility Use Contract

This agreement made by and between the Kenton County Board of Education, the school principal, and the Superintendent/designee authorized so to act by direction of the Board of Education and UpSpring hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 31-1628027

Category of user (1-5) 3 (Final determination of category is made by Superintendent/designee).

WITNESSETH:

The school principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows: UpSpring 360 Summer program

at the following times and dates: June 11th to July 20th subject to the following terms and conditions:

1. School facilities shall not be utilized by any outside group prior to ninety (90) minutes after the end of the school day at this campus.
2. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions specified by the Principal. Any violation of such terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the Principal.
3. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Kenton County Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.
4. The reserved time/date for use by user may be cancelled or preempted by Principal or Superintendent / designee and permissions for use may be terminated without cause by notice from Principal or designee.
5. User is responsible for the conduct of its participants or guests.
6. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
7. Approved users are responsible for the observance of county and state fire and safety regulations at all times. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit to block exits, aisle ways, or stairways. Facility capacities as determined by the Fire Marshall shall be observed.

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

8. All activities will be cancelled when school is closed due to inclement weather. Outside groups using our facilities during inclement weather will be at their own risk. Campuses will be cleared for school use only.
9. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
10. The user agrees to hold harmless and defend the Kenton County Board of Education, its employees and agents, for any claim, liability, damage, loss or expense resulting from the utilization of the facilities used hereunder.
11. The user agrees to provide liability insurance coverage for its use of the facilities including the following minimum amounts:

The liability insurance certificate is required to include the following minimum amounts:

2,000,000 General Liability coverage in the aggregate

\$1,000,000 General Liability coverage per occurrence

The Kenton County Board of Education is noted as additional insured.

A copy of the liability policy or declaration of coverage page must be attached to this contract.

12. An orientation has been provided.

(Please initial) _____ user JC school representative.

Applicable Fees:

Rental fee: _____ 0 _____ per hr. (min 2 hours) Rental fee total: _____ 0 _____

Custodial fee: _____ per hr. (min 2 hours) Custodial fee total: _____

Supervisory fee: _____ per hr. (min 2 hours) Supervisory fee total: _____

Equipment fee: _____ Equipment fee total: _____

Other fees: _____ Other fees total: _____

50% of total fees to be paid as security deposit at contract signing; remainder to be paid within two (2) weeks after contracted event.

Total Fees: _____ 0 _____ Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Misc. Considerations:

Facility Use Contract

Name of Person: Up Spring
 Name of Building Organization: Up Spring
 Name of "User" Representative (Print): Alex K. Jones
 Address: P.O. Box 23300
 City: Cincinnati State: OH Zip: 45203
 Phone Number: (513) 384-0805
 E-Mail Address: info@upspring.org

If responsible individual is other than the "User" whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Name _____

Address _____

Telephone Number _____

E-Mail Address _____

IN WITNESS WHEREOF the Principal and the Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this _____ day of _____, 20____. Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative: Alex K. Jones
 Principal: _____
 Superintendent/designee: [Signature]

Review/Revised: 8/5/2019