

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

**THE KENTON COUNTY BOARD OF
EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

May 14, 2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve the updated Memorandum of Understanding with UpSpring, LLC for a virtual Summer 360 program from June 8th to July 17th, 2020.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

At the April meeting of the Board of Education, the standard MOU between UpSpring, LLC and the Kenton County School District was approved. Due to COVID-19 and restrictions on gathering in groups, the MOU has been adjusted to reflect a virtual program. UpSpring will provide virtual academic services and experiences for identified McKinney-Vento children during the summer. Each week, campers will be delivered a "case" of materials and participate in the experiences virtually. UpSpring will also provide a Kindle Fire for use during the virtual camp. Meals will be delivered twice a week to campers. 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 updated Memorandum of Understanding with UpSpring, LLC for the virtual Summer 360 program from June 8th to July 17th, 2020.

CONTACT PERSON:

Mary Beth Huss, Director of Reducing Barriers to Learning

Mary Beth Huss 5/19/2020
Principal/Administrator

[Signature]
District Administrator

[Signature]
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 7 day of May 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 weeks beginning on June 8, 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 8 – 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.~~²

E. Upspring will follow Kenton County School District policies and procedures for technology usage.

E. Upspring will follow applicable CDC and KY guidelines for COVID-19.

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:

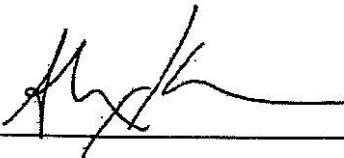
UpSpring = Alex Kuhns (work) 513-389-0805 (cell) 513-884-1860

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:  5/18/20

Alex Kuhns

Executive Director

Kenton County Schools

By: _____

Mary Beth Huss

Reducing Barriers to Learning Director

Kenton County School District