

## **Memorandum of Understanding**

This Memorandum of Understanding ("Agreement") is made on the 29 day of Sept 2021, ("Effective Date") by and between UpSpring, LLC an Ohio nonprofit ("UpSpring") and Dayton Independent Schools ("Dayton"), a Kentucky public school system.

This MOU sets for the terms and understanding between the UpSpring and Dayton to provide after school programming and one-one on check-in sessions & to McKinney-Vento & at-risk students at Dayton Middle/High School.

### **WITNESSETH**

WHEREAS, it is in the best interests of Dayton and the communities it serves for Dayton to arrange for academic and enrichment activities focused on at-risk children during the school year, with an program designed to engage and support such children UpSpring After School enrichment program, and a vendor qualified and experienced in developing and delivering such a program;

WHEREAS, Dayton has decided to provide such services to its students by establishing an agreement with UpSpring to provide after-school enrichment activities at its facilities;

WHEREAS, UpSpring has employees, and/or independent contractors consisting of sufficient and qualified program director and manager to provide after-school enrichment activities at Dayton's facilities;

WHEREAS, UpSpring desires to provide after-school enrichment activities at Dayton's facilities and Dayton 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:

### **Term of Agreement**

Subject to any provisions herein allowing for termination of this Agreement shall be weekly beginning Oct 19 2021 and continuing through April 2022 (the "Initial Term"). Thereafter, this Agreement may be revisited the following year for successive weekly terms (each school year) if the Parties agree to do so by giving not less than one hundred eighty (180) days prior written notice to the other party.

### **Purpose & Need**

The McKinney-Vento Act provides rights and services to children and youth experiencing homelessness, which includes those who are: sharing the housing of others due to loss of housing, economic hardship, or a similar reason; staying in motels, trailer parks, or campgrounds due to the lack of an adequate alternative; staying in shelters or transitional housing; or sleeping in cars, parks, abandoned buildings, substandard housing, or similar settings.

School-age children and youth spend 80 percent of their waking hours outside of school, while 1 in 5 young people in the U.S. are alone after the school day ends. High-quality afterschool programs promote positive youth development and offer a safe space where youth can explore their potential.

Effective afterschool programs provide learning settings that bring a wide range of benefits to youth, families, and communities. Afterschool programs can support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth.

### **Responsibilities of UpSpring**

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

- A. UpSpring shall provide a program manager for UpSpring After School enrichment programming.
- B. UpSpring shall provide teaching supplies, textbooks, teaching material & handouts required for UpSpring After School enrichment programming.
- C. UpSpring shall ensure that at the close of programming, each space provided by Dayton is returned to the same condition & configuration as it existed at
- D. Upspring will follow Dayton Independent School District policies and procedures for technology usage.
- E. Upspring will follow applicable CDC and KY guidelines for COVID-19.

### **Responsibilities of Dayton Independent Schools**

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

- A. Dayton shall identify at-risk students to participate in UpSpring After School enrichment program and shall enroll the same.
- B. Dayton shall provide school facilities in which to conduct the UpSpring After School enrichment program. The designated areas will be open on Tuesday's 10a – 1pm and from 3-4 pm.
- C. Dayton designated areas will be available as follows:
  - a. UpSpring After School enrichment program. Tuesdays, 10a – 1p & 3 - 4p from Oct 2021 - May 2022.

- D. Dayton shall provide the following food program for students participating in After School program
  - a. after-school snack provided by Dayton or UpSpring
- E. Dayton shall ensure that the UpSpring After School enrichment program will have designated areas with ample space
- F. Dayton shall provide janitorial service to the designated area.
- G. Dayton shall review its safety and security policies with UpSpring staff.

At all times while this Agreement is in effect, UpSpring shall provide and maintain, at UpSpring's sole cost and expense, general liability insurance for itself and minimum primary coverage limits of One Million Dollars (\$1,000,000.00) per incident and Two Million Dollars (\$2,000,000.00) annual aggregate

### **Reporting**

UpSpring will perform pre and post assessments throughout the program and provide feedback to Dayton designated staff and discuss results and improvement measures.

### **Funding**

UpSpring will be paid \$150 per afterschool session and \$150 per one-on-one check-in session by Dayton. UpSpring will invoice Dayton monthly after services have been completed.


### **Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from (list partners). This MOU shall become effective upon signature by the authorized officials from the (list partners) and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from (list partners) this MOU shall end on (end date of partnership).

**Contact Information**

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Signature:   
Maurice B. Stewart  
Program Director  
UpSpring

Date: 10/20/21

Signature: \_\_\_\_\_  
Ericka Huff  
Families in Transition Coordinator  
Dayton Independent Schools

Date: \_\_\_\_\_